

MONSIGNOR DONOVAN HIGH SCHOOL

MEMORANDUM OF AGREEMENT FOR AFT TEACHERS

SUBJECT TO RATIFICATION BY SCHOOL AND AFT TEACHERS UNIT

August 31, 2011

This Agreement is made this 7th day of ~~September~~ ^{OCTOBER}, 2011 by and between Monsignor Donovan High School (hereinafter referred to as the "School") and Local 6435 (hereinafter referred to as the "Union"):

Preamble

WHEREAS, the said parties desire to establish the terms and conditions relating to the professional employment of lay teachers in the School; to affirm the Catholic identity and mission of Monsignor Donovan High School in the context of the Catholic Church's teaching mission; to advance the Catholic educational objectives of the Diocese as set forth by the Bishop of the Diocese; to indicate the areas of authority and responsibility of both parties; and to provide a reasonable means of adjustment of differences that may arise between them, they agree as follows:

CHRISTIAN WITNESS STATEMENT

Educational Mission of the Church

"Proclaiming the Gospel is a perennial task and joy for the Church of Jesus Christ. Catholic Education is an expression of the mission entrusted by Jesus to the Church He Founded." (To Teach as Jesus Did, 6,7)

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 Directory for Catechesis, 232.)

Educator in the Catholic School

"Beautiful indeed and of great importance is the vocation of all those who undertake the task of education in Catholic schools. This vocation demands special qualities of mind and heart, very careful preparations, 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 participation in the sacramental life of the Church but also in every expression of their behavior. In truth and in fact, herein lies the difference between a school whose education is penetrated by the Christian spirit and one in which religion is 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 Christ-like living testifies to deep faith, and who is a practicing

Catholic who understands and accepts the teaching of the Catholic Church and the moral demands of the Gospel and who can contribute to the achievement of the school's Catholic Identity and apostolic goals. (National Catechetical Directory, 207, 231)

Essentially, the Catholic school educator is one:

- Called to proclaim, to live, to celebrate the message of Christ in His Gospel
- Chosen to create, to enter into and to build community that is at the heart of Christian education
- Committed to the growth, development, and well-being of one's educational family in the form of serve 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 Recognition and Scope of Agreement

A. The School recognizes the Union as the sole and exclusive representation for the purpose of collective bargaining with respect to terms and conditions of employment.

1. The bargaining unit of employees includes:

All full-time and regular part-time teachers employed by Monsignor Donovan High School. The definition of full time shall be six blocks per year or equivalent responsibilities.

2. The bargaining unit excludes: Managerial employees, directors, principals, assistant principals, vice principals, administrative personnel, Office of Institutional Advancement employees, Director of Campus Ministry, Athletic Director, Assistant Athletic Director, Trainer, technology department personnel, school nurse, office/clerical employees, secretaries, support staff, guidance counselors, librarian, bookstore employees, permanent substitutes, confidential employees and supervisors within the meaning of the law; craft employees, police and casual employees. The bargaining unit shall also exclude the positions of Curriculum Coordinators, Dean of Students, Assistant Dean of Students, Directors, coaches and advisors in their positions as such.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all teachers represented by the Union in the negotiating unit as defined above.

C. The subjects covered by this Agreement are wages, benefits and other terms and conditions of employment.

D. By agreeing to this contract, the School and the Union agree that both sides had every opportunity to raise and discuss each and every issue relating to the wages, hours, fringe benefits, and working conditions of teachers 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.

E. The Union recognizes the uniqueness of the School and its spiritual commitment to provide the opportunity for Catholic schooling.

- F. The Union recognizes the non-profit nature of the School, and the fact that it possesses no taxing power, and is dependent primarily upon the payment of tuition as well as other sources of income, such as donations.
- G. All usual and customary management rights, and functions are vested in the School. Included in such rights and functions, but not limited thereto, is management's right to operate and manage its school and office; to make decisions involving educational policies touching upon the Catholic identity and mission of the School; to assign, supervise and demand responsible teacher accountability; to maintain safety, order and discipline; to determine the work force; to determine standards; to direct the work force; to hire, classify, transfer, promote, demote, assign, layoff, discipline and discharge for cause or reason; to plan and control any and all operations; to make or not make capital improvements; to discontinue subjects; to determine the classroom schedule; to subcontract any and all work, teaching or operations it deems necessary; to discontinue and close the School in whole or in part; to relocate the School; to introduce new teaching methods, procedures, processes, equipment and means of teaching or handling of students; to assign work to teachers in accordance with the requirements determined by management; to establish and change work schedules and assignments; provided, that these rights are not inconsistent with the terms of this Agreement.
- H. Any conflict between this Agreement and the Diocesan Policy Manual, this Agreement will prevail. The Union President will be notified in writing of any changes to the Diocesan Policy Manual.

Article II Right to Join Union

- A. All teachers in the bargaining unit have the right to join or not join the Union. The School shall cause to be deducted the Union dues from the salary of each member.
- B. In addition to the check-off dues of Union members, the School will also check-off representation fees of non-member teachers. The amount of the representation fee shall be 85% of the Union dues.
- C. The Union will advise the School in writing as to any change in the amount of said dues at least thirty (30) days prior to the effective date of any change.
- D. The Union shall indemnify and hold harmless the School from all claims and damages of whatsoever kind which may arise as a result of the School's withholding of monies from the teacher's pay under any provision of this Article. This shall include, but not be limited to, reasonable attorneys' fees and costs.

Article III Non-Discrimination

The parties will not discriminate against any teacher because of race, gender, color, creed, age, marital status, religion or membership, participation in, or association with the activities of the Union.

Article IV Seniority

Seniority for tenured teachers is based on the length of continuous years of service in the School.

Article V Grievance Procedure-Arbitration

A. General Provisions

1. Definitions

(a) "Grievance" shall mean a complaint that there has been a violation, misinterpretation or misapplication of this Agreement.

(b) "Grievant" shall mean a teacher or -a group of teachers or the Union acting as their representative. Grievances can be initiated for an individual and/or a group.

(c) "Days" shall mean business days.

2. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties and their designated representative. The time limits herein may be extended only by mutual consent of the parties in writing. In the event a grievance is filed as such a time that it cannot be processed completely by the end of the school year, the time limits shall be reduced, if reasonably possible, so that the grievance be resolved more quickly than normally provided hereinafter.

3. Failure at any step of this procedure to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step. Failure to appeal to the next step within the specified time limit shall be deemed an acceptance of the decision rendered at that step and shall preclude a grievant from the continued processing of the grievance.

4. Any grievant participating during school time at any mutually scheduled grievance proceeding shall do so with no loss of pay, privilege or benefit and shall be provided with class coverage.

B. Grievance Procedure

1. A grievant shall first discuss the grievance informally with the Principal of the School. This shall be done within ten (10) days of the act giving rise to the grievance or within ten (10) days of the date the grievant reasonably should have been aware of said act. The grievant may at his/her option be accompanied by a representative of the Union.

2. If such informal discussion does not resolve the grievance, it may be submitted in writing to the Principal. Said writing shall state the article and section of the Agreement which was allegedly violated. This submission shall be made within ten (10) days after such informal discussion.

3. Within five (5) days after the presentation of the written grievance, the matter shall be discussed with the grievant, the Union representative and the Principal. The Principal shall render a decision in writing within five (5) days following the discussion.

4. Within fifteen (15) days after the Principal's written response, or failure to respond, the Union may appeal the grievance to arbitration by notifying the New Jersey State Board of Mediation, in writing, with a copy of said notification to be simultaneously forwarded to the Principal.

5. Both parties agree to be bound by the rules and regulations established by the New Jersey State Board of Mediation as appropriate. The decision of the arbitrator shall be advisory.

(a) The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement.

(b) The arbitrator's fee and expenses shall be shared equally by the parties.

Article VI Employee Rights

- A. No teacher shall be disciplined or reprimanded in the presence of students, parents or other teachers.
- B. Whenever a letter or note by a student, parent, or other third party is to be placed in a teacher's personnel file, the teacher shall be made aware of said letter or note and shall be afforded the opportunity to attach a written comment.
 - 1. No material detrimental to the teacher's record or derogatory to his/her conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has a dated copy given to him/her. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed with the understanding that his/her signature merely signifies that he has read such material and does not necessarily indicate agreement with its content. The teacher shall have the right to answer any such material filed, and his/her answer shall be attached to that material. Anonymous material shall never be placed in the personnel file.
 - 2. Each teacher shall be afforded the right to insert letters, notes, newspaper reports, which reflect upon the ability and achievements of the teacher.
 - 3. A teacher has the right to add comments to any discipline action that is to be placed in his/her personnel file.
- C. Whenever a teacher is subject to an investigative interview by administration which the teacher reasonably believes may result in disciplinary action, the teacher may request that a representative from the Union be present during said interview.
- D. A teacher may examine his/her personnel file at his/her written request upon one day notice. The teacher shall acknowledge his/her examination of the file in writing and shall have the right to ask to have any irrelevant material removed.
- E. Normally teachers shall not be required to participate in any meeting dealing with contract negotiations, grievance proceedings and/or administration of the contract during working hours. However, there may be times when such meetings may be more conveniently conducted during working hours. If this is the case, and any Union members are scheduled with the agreement of the administration to participate in negotiations, grievance proceedings, or meetings dealing with the administration of the contract, said members shall suffer no loss of pay.

Article VII Union Rights and Representation

- A. The Union has the right to hold membership meetings on School premises. The principal, under normal circumstances, shall be given 24 hour notice of the Union's intent to hold meetings and shall designate the room in which the meeting is to be held in sufficient time for the posting of the location. Faculty/Administration General meetings may be followed by meeting for union members/business on a as needed basis with pre-approval by the Principal. Local Union membership meetings may be held on school premises outside the school day and the Union will incur the cost of a maintenance personnel. No membership meeting whose purpose is to authorize and/or call a strike, work stoppage and/or organized protest against the School shall be permitted on School premises.
- 3. The Union shall have the right to place communications in teachers' mailboxes and to post notices relating to Union business on the bulletin boards in the faculty lounges, provided such communications and/or notices in no way disparage the Administration, the School, or St. Joseph Parish, or are related to any work stoppage, strike and/or organized protest.

- C. The names, addresses, teaching assignments, and salary of newly-hired teachers shall be given to the Union president. If the date of hire is unknown, the Principal will meet with the Union and determine a mutually satisfactory date.
- D. The Union shall be consulted in the planning and development of in-service activities.
- E. Upon advanced notice to the Principal, representatives of the American Federation of Teachers ("AFT") shall have reasonable access to the School, including but not limited to investigate grievances and secure enforcement of the contract. Upon entering the School, the AFT representative shall first report his/her presence at the School office. While on School premises, the AFT representative shall not interfere with the normal operations of the School.

Article VIII Tenure Acquisition and Certification

- A. A full-time teacher who is certified in New Jersey and who has completed three (3) continuous years and one day of teaching at the School shall be granted tenure.
- B. In order to be considered certified, all religion teachers must either have: 1) a Bachelor's Degree and completion of the religious certification program as stated in the Diocesan Policy; or 2) a Masters Degree in Religious Studies. All religion teachers must attend 12 hours of professional development in their subject area per year. Hours will be approved by the Principal.
- C. The School and the Union, in keeping with the Diocese of Trenton, agree that the interests of students and teachers of Monsignor Donovan High School can best be served by a fully certified teaching staff. Therefore, it is required that each teacher who is not fully certified should work toward attaining certification in his/her subject area in accordance with the New Jersey Department of Education guidelines. This process shall be ongoing and shall be completed in accordance with the following timetable:
 - 1. Teachers with a hire date after July 1, 2010 shall have four years to complete certification.
 - 2. Teachers hired before July 1, 2010 and enrolled in a program shall have three years to complete certification.
- D. All teachers must meet a total of 100 hours over the course of a five year period of professional development hours.
- E. All teachers shall receive a renewal form by May 15. All teachers shall notify the School in writing by May 30 if they intend to return to work the following school year. Failure of any teacher to so notify the School shall constitute abandonment of his/her position and he/she shall not be entitled to any reemployment rights heretofore provided.
- F. Seniority shall be defined as the length of full-time employment in the School. Seniority and recall rights shall only attach to tenured teachers. In cases where teachers began work on the same day, the teacher's date of hire shall be indicated on the seniority list. The seniority list shall be updated annually by October 1 of each school year and a copy provided to the Union president.
- G. Reductions in force among non-tenured teachers shall be at the discretion of the School. Reductions in force among tenure teachers shall be made on the basis of length of service in the School, with such

layoffs being made in reverse order of seniority. Recall of tenured teachers shall be made on the basis of seniority, subject to qualifications for the position. Non-tenured teachers shall have no recall rights.

- H. There shall be one seniority list among tenured teachers. A copy of the list will be provided to the Union by the School annually, no later than the first day of October, and teachers will have ten (10) days to present objections.

Article IX Evaluations

- A. Following each evaluation, the teacher may request a meeting with the evaluator to discuss the evaluation.
- B. Observations made during the evaluation process shall be reduced to writing and a copy shall be given to the teacher being evaluated within ten (10) school days following the observation. The teacher shall have the right to respond to the written evaluation in writing; such response shall be attached to the copy of the evaluation that is placed in the teacher's personnel file.

Article X Personnel Files

The School shall treat all personnel files confidentially. Personnel files can only be reviewed by administration (the School and St. Joseph's Parish), the School's counsel, the teacher and anyone to whom the teacher has granted written consent. A teacher shall have the right to inspect his/her personnel file at reasonable times during the regular business hours of the School and to respond in writing to any item in the file. Such responses are to be made a part of the file. The teacher may be accompanied by a representative of his/her choice when reviewing his/her file. The teacher has the right to make copies of any item in his/her personnel file, exclusive of employment references.

Article XI Vacancies and New Positions

- A. The administration shall post in a conspicuous place in the school building (i.e., faculty room, main office) a notice of any vacant positions open to teachers, including department chairpersons or newly created positions. The notice shall be posted within a reasonable period of time prior to the vacancy or newly created position.
- B. The teachers and the Union will be notified by posting in the School of openings in extra-curricular activities. All eligible teachers in the School may apply and they shall be given serious consideration. The Union will be notified of the results through information given to the Union President or his/her delegate.

Article XII Employee Facilities

Current facilities, including exclusive faculty lunch and workroom facilities, shall be maintained so that teachers may use them for preparation and reasonable rest periods. The workroom facilities shall be equipped with a copier and multiple computers for faculty use.

Article XIII Work Year/Calendar

Prior to the adoption of the school calendar, the Union and the School shall work together to create and maintain a calendar. The School shall maintain in its sole discretion the right to set the calendar. The calendar shall include school holidays, orientation, in-service days, faculty meetings, and final examination dates, and shall be distributed to the teachers during the first week of school.

Article XIV Working Conditions

- A. A work day shall be six (6) hours and 45 minutes which includes a 50-minute duty-free period and a prep period equivalent to the time of a regular class period.
- B. A teacher may leave the building during the school day with written approval from the administration.
- C. Teachers whose prep periods permit may arrive late or leave early with administrative permission.
- D. The teaching day shall be comprised of 4 blocks. Teachers will be assigned to teach three (3) blocks and have one (1) block for prep each semester.
- E. Tentative teaching assignments shall be made available to the teachers prior to the end of the previous school year. Scheduling shall be distributed by the first faculty day of the school year.
- F. The administration may request teachers to cover classes of an absent teacher during their preparation period only in cases of emergency at a rate of \$25 per coverage.
- G. The administration shall keep a written record of all teachers who have covered classes and such assignments shall be distributed on an equitable basis among all teachers. The School shall provide access to such records upon request by the Union president.
- H. Teachers may sign-up to cover flex duties. Compensation for working flex will be \$15.00 for working the entire flex period (both flex "A" and "B"), or \$7.00 for working one-half (1/2) of flex, either flex "A" or flex "B".

Article XV Teacher Meetings

- A. Teachers are required to attend the following functions: two (2) Meet the Teachers evening; One (1) Baccalaureate Mass/Graduation; one (1) Senior Awards Evening; One (1) Eighth Grade Open House evening.
- B. Teachers are required to assist with one of the following activities: School Dances, Junior Ring Ceremony, Academic Competition, or any other activity approved by the administration.
- C. When possible, following a required evening function, teachers can arrive at the School consistent with the delayed opening schedule.

Article XVI Sick Days

- A. All full and part-time teachers are entitled to ten (10) sick days leave each school year. Sick days for teachers hired mid-year will be prorated.
- B. After the second year of continuous employment, unused sick leave shall be accumulated at the rate of ten (10) days per year. The maximum number of sick days accumulated shall be 180 days, retroactive to the 1st day of employment.
- C. A statement of accumulated sick leave shall be provided to each teacher with his/her sign-out at the end of the school year.

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- D. For part-time ~~office~~ teachers working a fixed-schedule work week of less than five days, sick and personal time will be prorated.
 - E. Teachers may use up to five (5) accumulated sick days per year for a family emergency or personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick or personal time.
 - F. All eligible teachers will be allowed to donate sick or personal time from their unused balance in accordance with the then current Policy Guide and Procedural Manual for Monsignor Donovan High School. Teachers shall be allowed to donate sick or personal time, and receive donated sick and personal time, to and from office staff.

Article XVII Personal Days

- A. All teachers are entitled to three (3) personal days each school year with full pay for the purpose of transacting or attending to personal, legal, religious or business matters which require absence during working hours. Personal days may not be used before or after Thanksgiving, Christmas, and Easter breaks in order to extend vacations except in exigent circumstances.
- B. Personal days shall not be accumulated from year to year.

Article XVIII Leaves of Absence

Leaves of absences shall be granted as stated in the then current Diocesan Policy Manual.

Article XIX Reimbursements

- A. Upon prior approval from the Principal, teachers shall be reimbursed for travel expenses upon providing documentation of same. For administration-mandated attendance at an activity but no transportation is provided and the use of a teacher's car is necessary and the teacher received prior approval from the administration, the teacher shall be reimbursed at the current IRS approved reimbursement rate. If said mandatory attendance occurs outside the normal hours of the school day, the teacher shall be compensated at a rate of \$10/hour.
- B. If the administration requests a teacher to take a course or courses, and such course will not alter the teacher's position on the salary guide, the School will reimburse the teacher for the tuition and fees for such courses.
- C. Reimbursements shall be made in the school year for up to three graduate courses, limited to one per semester, with prior approval of the Principal and proof of grade A or B. Reimbursement shall be at the rate of up to one half of the cost of a graduate credit tuition at Rutgers Graduate School of Education. Any teacher who is reimbursed under this paragraph shall remain in the employ of the School for one (1) year following the completion of the course. In the event such teacher leaves the School prior to the one year period, the amount of the reimbursement received will be deducted from the teacher's final pay or otherwise set off.

Article XX Benefits

Only full-time teachers will be eligible to participate in the health insurance plan offered by the Diocese of Trenton.

I. TEACHERS HIRED AFTER SEPTEMBER 1, 2008:

- a. **Effective September 1, 2011**, teachers shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- b. **Effective January 1, 2012 and thereafter**, the School will provide at no cost to the teacher the single \$1,500/\$3,000 Health Savings Account ("HSA") plan option once the teacher has met the eligibility requirements under the plan. Teachers may select additional coverage options under the HSA \$1,500/\$3,000 plan (employee/spouse, parent/child, family) and pay the difference in premium cost between the single coverage and the option selected through payroll deductions.

II. TEACHERS HIRED BEFORE JULY 1, 2004:

- a. **Effective September 1, 2011**, teachers shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- b. **Effective January 1, 2012**, and subject to the restrictions on availability of coverage/plan options as set forth in the April 17, 2009 Memorandum:
 - Teachers shall be offered coverage under either the Managed Choice POS or HSA plan. Those teachers who select the POS medical plan shall pay 5% of the cost to the School for the either the single or parent/child coverage level through payroll deductions. The School will offer the HSA \$1,500/\$3,000 plan at no cost to the teacher for the single or parent/child coverage level.
 - An teacher who selects either the family or employee/spouse coverage option under the POS or HSA will contribute to the cost of such coverage (in addition to the 5% contribution under the POS) through payroll deductions pursuant to the following formula based on years of continuous service with the School as of April 17, 2009:*

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

* Any teacher who was receiving POS family or employee/spouse coverage at no cost to the teacher as of the 2010-2011 school year due to prior recognition of service in another diocese or a previously granted hardship will continue to receive such coverage under the HSA plan at no cost. If these teachers elect the POS coverage, they will be subject to the 5% contribution.

- c. **Effective January 1, 2013**, the freeze on the accumulation of years of service for purposes of contributions for dependent coverage as set forth in the April 17, 2009 Memorandum shall be lifted:

- Those teachers who select the POS medical plan shall pay the difference between the cost of the POS plan and the cost of the parallel HSA coverage option selected (single, employee/spouse, parent/child, family) through payroll deductions.
- The School will offer the HSA \$1,500/\$3,000 plan at no cost to the teacher for the single or parent/child coverage level. Any teacher who selects either the family or employee/spouse coverage option under the HSA will contribute to the cost of such coverage through payroll deductions pursuant to the following formula based on years of continuous service with the School determined as of January 1, 2013.*

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

* Any teacher who was receiving POS family or employee/spouse coverage at no cost to the teacher as of the 2010-2011 school year due to prior recognition of service in another diocese or a previously granted hardship will continue to receive such coverage under the HSA plan at no cost. If these teachers elect the POS coverage, they will be pay the difference between the cost of the POS plan and the cost of the parallel HSA coverage.

III. TEACHERS HIRED AFTER JULY 1, 2004 BUT BEFORE SEPTEMBER 1, 2008:

- Effective September 1, 2011**, teachers shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- Effective January 1, 2012**, and subject to the restrictions on availability of coverage/plan options as set forth in the April 17, 2009 Memorandum:
 - Teachers shall be offered coverage under either the POS or HSA plan. Those teachers who select the POS medical plan shall pay 5% of the cost to the School for the single coverage level through payroll deductions. The School will offer the HSA \$1,500/\$3,000 plan at no cost to the teacher for the single coverage level.
 - An teacher who selects either the parent/child, family or employee/spouse coverage option under the POS or HSA will contribute to the cost of such coverage (in addition to the 5% contribution under the POS) through payroll deductions pursuant to the following formula based on years of continuous service with the School as of April 17, 2009:

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

- c. **Effective January 1, 2013**, the freeze on the accumulation of years of service for purposes of contributions for dependent coverage as set forth in the April 17, 2009 Memorandum shall be lifted:

- Those teachers who select the POS medical plan shall pay the difference between the cost of the POS plan and the cost of the parallel HSA coverage option selected (single, husband/wife, parent/child, family) through payroll deductions.
- The School will offer the HSA \$1,500/\$3,000 plan at no cost to the teacher for the single coverage level. An teacher who selects either the parent/child, family or employee/spouse coverage option under the HSA will contribute to the cost of such coverage through payroll deductions pursuant to the following formula based on years of continuous service with the School determined as of January 1, 2013:

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

C. Waiver of Health Insurance

1. Full time teachers who waive their medical benefits will receive \$1,500 each year.
2. For any eligible full time teacher who previously waive coverage and elects to enroll in the medical plan, the School will provide at no cost to the teacher the single \$1,500 HSA plan option once the teacher has met the eligibility requirements under the plan. Teachers may select additional coverage options under the HSA \$1,500/\$3,000 plan (husband/wife, parent/child, family) and pay the difference in premium cost between the single coverage and the option selected through payroll deductions.

- D. The full time teachers will receive life insurance, short term and long term disability insurance at no cost to the member.

- E. All full time teachers hired on or before October 1, 2005 are eligible for the Diocese of Trenton defined benefit pension plan.

- F. All teachers hired before August 31, 2008 shall receive tuition assistance for their natural or adopted children attending either the St. Joseph's Grade School or the Monsignor Donovan High School based on years of continuous service in the School under the following formula:

Years of Service	First Child	Second Child	Third Child	Fourth Child
Up to 5	50%	50%	50%	50%
5-10	100%	75%	50%	50%
11-15	100%	100%	75%	50%
16-20	100%	100%	100%	75%

20 +

100%

100%

100%

100%

All teachers hired after August 31, 2008 will receive tuition assistance according to the above formula for their natural or adoptive children attending Monsignor Donovan High School only.

- G. All application, placement test, registration and re-registration fees for Monsignor Donovan High School and St. Joseph Grade School are waived for teachers hired before August 31, 2008.

Article XXI Salaries

- A. For the 2010-2011 school year, each teachers employed by the School as the date of ratification by the School and the Union will receive \$1,000, to be paid by 10/30/2011.
- B. For the 2011-2012 school year, 2.5% (inclusive of increment) added to the 2009-2010 base salary amount mutually agreed upon by the parties, to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.
- C. For the 2012-2013 school year, 2.5% (inclusive of increment) to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.
- D. For the 2013-2014 school year, 2.5% (inclusive of increment) to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.

Article XXII Dismissal Procedures

All references to "year" means school year

- A. During the first year of continuous employment, any teacher may be dismissed immediately with or without cause, with no right to appeal to Pastor or Diocese of Trenton and no eligibility for severance.
- B. After completion of one year and up to three years of continuous employment:

For Cause: A teacher may be dismissed immediately with cause and no eligibility for severance. The teacher may appeal the immediate dismissal with cause to the Pastor within 7 days of notice of decision to terminate. If dissatisfied with decision of the Pastor, a teacher may file a grievance within 7 days of receipt of decision of Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the teacher may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Notice/Nonrenewal: A teacher may be dismissed during the work year upon 30 days notice, or nonrenewed at the end of the work year. Any teacher who is dismissed based upon 30 days notice or nonrenewed may appeal the dismissal or nonrenewal to the Pastor within 7 days of notice of decision. If dissatisfied with decision of the Pastor, the teacher may file a grievance within 7 days of receipt of decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the teacher may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Teachers who are nonrenewed at the end of their work year shall be eligible for severance in accordance with the schedule in Article XXIII, Reductions in Force.

C. After completion of three years of continuous employment (non-tenured):

For Cause: A teacher may be dismissed immediately with cause and no eligibility for severance. The teacher may appeal the immediate dismissal with cause to the Pastor within 7 days of notice of decision to terminate. If dissatisfied with decision of the Pastor, the teacher may file a grievance within 7 days of receipt of decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the teacher may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Notice/Nonrenewal: A teacher may be dismissed during the work year upon 60 days notice, or nonrenewed at the end of the work year. Any teacher who is dismissed based upon 60 days notice or nonrenewed may appeal the dismissal or nonrenewal to the Pastor within 7 days of notice of decision. If dissatisfied with decision of the Pastor, the teacher may file a grievance within 7 days of receipt of decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the teacher may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Teachers who are nonrenewed at the end of their work year shall be eligible for severance in accordance with the schedule in Article XXIII, Reductions in Force.

D. Tenured teachers:

The termination of a tenured teacher shall be in accordance with the then current Diocesan Policy.

E. Any teacher, after one year of continuous employment, who is dismissed for serious and public immorality, violation of the Christian Witness Statement and/or public rejection of official doctrine or laws of the Church may appeal his/her dismissal to the Pastor within 7 days of notice of dismissal. Any appeal of an adverse decision from the Pastor can only be take to the Director of Human Resources of the Diocese of Trenton.

Article XXIII Reductions in Force

In the event of a reduction in force for any full time teacher, the following severance payments will be made:

LENGTH OF SERVICE	BENEFIT
0-6 months	0
6 months to 2 years	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks
6 years	7 weeks
7 years	8 weeks
8 years	9 weeks

9 years
10-15 years
15 +

10 weeks
11 weeks
12 weeks

Article XXIV Miscellaneous

- A. This Agreement contains the full understanding between the parties and cannot be modified except by a written understanding mutually acceptable to the parties.
- B. Should any provision hereof, or the application of any such provision to any person or circumstance be rendered or declared invalid by reason of existing or subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, or by any order of any administration agency, State or Federal, the remainder of this agreement, or the application of any such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- C. Teachers shall not participate in, incite, support or assist any demonstration which interferes with or interrupts the normal operation of the School.
- D. The School shall have the right to hire religious personnel as teachers, administrators or in any other capacity that the School desires. However, religious personnel shall not displace a current full-time teacher.
- E. There shall be no individual agreements with teachers.

Article XXV Duration of Agreement

This Agreement shall be in effect from September 1, 2011 to August 31, 2014.

 10/7/11

Dr. John P. Santora, Director 10/7/11

MDHS TEACHERS' SALARY GUIDE – FINAL JANUARY 26, 2012

2011-2012

Level	BA	BA +15 (750)	MA (1750)	MA+15 (2500)	PHD (3500)
A	\$27,755.00	\$28,505.00	\$29,505.00	\$30,255.00	\$31,255.00
B	\$28,025.00	\$28,775.00	\$29,775.00	\$30,525.00	\$31,525.00
C	\$28,445.00	\$29,195.00	\$30,195.00	\$30,945.00	\$31,945.00
D	\$28,980.00	\$29,730.00	\$30,730.00	\$31,480.00	\$32,480.00
E	\$30,050.00	\$30,800.00	\$31,800.00	\$32,550.00	\$33,550.00
F	\$30,985.00	\$31,735.00	\$32,735.00	\$33,485.00	\$34,485.00
G	\$31,789.00	\$32,539.00	\$33,539.00	\$34,289.00	\$35,289.00
H	\$32,534.00	\$33,284.00	\$34,284.00	\$35,034.00	\$36,034.00
I	\$33,133.00	\$33,883.00	\$34,883.00	\$35,633.00	\$36,633.00
J	\$33,798.00	\$34,548.00	\$35,548.00	\$36,298.00	\$37,298.00
K	\$34,488.00	\$35,238.00	\$36,238.00	\$36,988.00	\$37,988.00
L	\$34,579.00	\$35,329.00	\$36,329.00	\$37,079.00	\$38,079.00
M	\$37,255.00	\$38,005.00	\$39,005.00	\$39,755.00	\$40,755.00
N	\$38,692.00	\$39,442.00	\$40,442.00	\$41,192.00	\$42,192.00
O	\$40,073.00	\$40,823.00	\$41,823.00	\$42,573.00	\$43,573.00
P	\$42,129.00	\$42,879.00	\$43,879.00	\$44,629.00	\$45,629.00
Q	\$42,758.00	\$43,508.00	\$44,508.00	\$45,258.00	\$46,258.00
R	\$44,020.00	\$44,770.00	\$45,770.00	\$46,520.00	\$47,520.00

Off scale = 3% applied to BA base

Longevity:

Years Completed:

5-9 = \$800.00

10-14 = \$1100.00

15-19 = \$1400.00

20-24 = \$1700.00

25+ = \$2000.00

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MDHS TEACHERS' SALARY GUIDE – FINAL JANUARY 26, 2012

2012-2013

Level	BA	BA+15 (750)	MA (1750)	MA+15 (2500)	PHD (3500)
A	\$28,156.00	\$28,906.00	\$29,906.00	\$30,656.00	\$31,656.00
B	\$28,449.00	\$29,199.00	\$30,199.00	\$30,949.00	\$31,949.00
C	\$28,743.00	\$29,493.00	\$30,493.00	\$31,243.00	\$32,243.00
D	\$29,200.00	\$29,950.00	\$30,950.00	\$31,700.00	\$32,700.00
E	\$29,705.00	\$30,455.00	\$31,455.00	\$32,205.00	\$33,205.00
F	\$30,801.00	\$31,551.00	\$32,551.00	\$33,301.00	\$34,301.00
G	\$31,804.00	\$32,554.00	\$33,554.00	\$34,304.00	\$35,304.00
H	\$32,561.00	\$33,311.00	\$34,311.00	\$35,061.00	\$36,061.00
I	\$33,364.00	\$34,114.00	\$35,114.00	\$35,864.00	\$36,864.00
J	\$33,961.00	\$34,711.00	\$35,711.00	\$36,461.00	\$37,461.00
K	\$34,660.00	\$35,410.00	\$36,410.00	\$37,160.00	\$38,160.00
L	\$35,367.00	\$36,117.00	\$37,117.00	\$37,867.00	\$38,867.00
M	\$35,443.00	\$36,193.00	\$37,193.00	\$37,943.00	\$38,943.00
N	\$38,203.00	\$38,953.00	\$39,953.00	\$40,703.00	\$41,703.00
O	\$39,704.00	\$40,454.00	\$41,454.00	\$42,204.00	\$43,204.00
P	\$41,120.00	\$41,870.00	\$42,870.00	\$43,620.00	\$44,620.00
Q	\$43,226.00	\$43,976.00	\$44,976.00	\$45,726.00	\$46,726.00
R	\$43,827.00	\$44,577.00	\$45,577.00	\$46,327.00	\$47,327.00

Off scale = 2.6% applied to BA base

Longevity:

Years Completed:

5-9 = \$800.00

10-14 = \$1100.00

15-19 = \$1400.00

20-24 = \$1700.00

25+ = \$2000.00

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MDHS TEACHERS' SALARY GUIDE – FINAL JANUARY 26, 2012

2013-2014

Level	BA	BA+15 (750)	MA (1750)	MA+15 (2500)	PHD (3500)
A	\$28,499.00	\$29,249.00	\$30,249.00	\$30,999.00	\$31,999.00
B	\$28,860.00	\$29,610.00	\$30,610.00	\$31,360.00	\$32,360.00
C	\$29,160.00	\$29,910.00	\$30,910.00	\$31,660.00	\$32,660.00
D	\$29,461.00	\$30,211.00	\$31,211.00	\$31,961.00	\$32,961.00
E	\$29,929.00	\$30,679.00	\$31,679.00	\$32,429.00	\$33,429.00
F	\$30,448.00	\$31,198.00	\$32,198.00	\$32,948.00	\$33,948.00
G	\$31,571.00	\$32,321.00	\$33,321.00	\$34,071.00	\$35,071.00
H	\$32,643.00	\$33,393.00	\$34,393.00	\$35,143.00	\$36,143.00
I	\$33,415.00	\$34,165.00	\$35,165.00	\$35,915.00	\$36,915.00
J	\$34,197.00	\$34,947.00	\$35,947.00	\$36,697.00	\$37,697.00
K	\$34,810.00	\$35,560.00	\$36,560.00	\$37,310.00	\$38,310.00
L	\$35,526.00	\$36,276.00	\$37,276.00	\$38,026.00	\$39,026.00
M	\$36,252.00	\$37,002.00	\$38,002.00	\$38,752.00	\$39,752.00
N	\$36,329.00	\$37,079.00	\$38,079.00	\$38,829.00	\$39,829.00
O	\$39,158.00	\$39,908.00	\$40,908.00	\$41,658.00	\$42,658.00
P	\$40,740.00	\$41,490.00	\$42,490.00	\$43,240.00	\$44,240.00
Q	\$42,208.00	\$42,958.00	\$43,958.00	\$44,708.00	\$45,708.00
R	\$44,351.00	\$45,101.00	\$46,101.00	\$46,851.00	\$47,851.00

Off scale = 2.6% applied to BA base

*the guides may change from contract to contract

Longevity:

Years Completed:

5-9 = \$800.00

10-14 = \$1100.00

15-19 = \$1400.00

20-24 = \$1700.00

25+ = \$2000.00

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1/31/12

Don Bggel 1/27/12