

**AGREEMENT  
BETWEEN  
REGIONAL PRINCIPALS  
ASSOCIATION  
AND  
LAY FACULTY ASSOCIATION,  
LOCAL 305, LIUNA, AFL-CIO**

**September 1, 2023 through August 31, 2026**

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AGREEMENT made and entered into the 6<sup>th</sup> of November 2023, effective as of the 1<sup>st</sup> day of September, 2023 by and between the Regional Principals Association of the Regional Secondary Schools of the Archdiocese of Newark (hereinafter referred to as RPA) and the Lay Faculty Association of the Regional Secondary Schools of the Archdiocese of Newark, Laborers International Union of North America, AFL-CIO (hereinafter referred to as LFA, Local 305 or LFA). Said agreement acknowledges that, in light of the different models of governance used by the schools included in this agreement, both parties agree that all references to the title of “Principal” as they appear in this document shall refer to either the President or Principal, depending on the model used in a particular school.

**WITNESSETH:**

WHEREAS, the RPA is the collective bargaining representative for each and all of the Principals of the Regional Secondary Schools (hereinafter Principal and Schools respectively) and LFA, Local 305 is the collective bargaining representative of the lay faculty of the Schools, as defined below; and

WHEREAS, the RPA and the LFA recognize that the Regional Secondary Schools of the Archdiocese of Newark have a vital obligation to both the Church and the community to provide for a high quality Catholic education of students; and

WHEREAS, the RPA and the LFA recognize and declare that providing a high quality Catholic education for the students who attend the Regional Secondary Schools is their mutual aim and purpose; and

WHEREAS, the RPA and the LFA recognize the non-profit nature of the Regional Secondary Schools, that they are non-tax supported enterprises, dependent upon tuition, fund-raising and/or development activities and offerings of the people and that, accordingly, they are not comparable to tax supported institutions; and

WHEREAS, the RPA and the LFA recognize the value and contribution of lay persons, who devote themselves through a glad, generous, and prompt response to the Church's call to associate with Christ in His saving mission, and that they have the right to remuneration and benefits so that they may provide for their own needs and those of their families; and

WHEREAS, the RPA and the LFA recognize that one of the aims and purposes of the LFA is to improve the terms and conditions of employment of the lay faculty; and

WHEREAS, the RPA and the LFA recognize the uniqueness of the Schools in that they are Roman Catholic, committed to provide education within the framework of Catholic principles, the doctrine, the teachings, and the laws and norms of the Catholic Church, and that nothing in this Agreement shall be construed as interfering with the functions and duties of the Schools insofar as they are canonical and religious; and

WHEREAS, the RPA and the LFA recognize that the total faculty of the Schools consists of lay and religious teachers, and that in areas of negotiations which affect the religious teachers, the LFA acknowledges the right and duty of the Principals to apprise such religious teachers and their communities before any action is taken, and the RPA acknowledges that in areas where terms and agreements with religious communities affect lay teachers, the RPA has the duty to and shall apprise the LFA before action is taken;

NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES, it is mutually agreed as follows:

**ARTICLE 1  
RECOGNITION**

(A) The RPA recognizes the LFA as the sole and exclusive bargaining agent for and on behalf of all full-time lay teachers, librarians and guidance counselors, and department heads who devote less than forty percent (40%) of their time to supervisory duties in those Schools listed in Appendix 4 (each and all hereinafter referred to as "Teacher(s)").

(B) The following positions, classifications and categories are expressly excluded *from* the bargaining unit covered by this Agreement: Presidents, Principals, Vice-Principals, Department

Heads who devote more than forty percent (40%) of their time to supervisory duties, and all other supervisory and managerial employees; office clerical and confidential employees, part-time teachers, as defined in paragraph C below, short-term substitutes and all other employees not covered by Paragraphs A and D (2) of this Article.

**(C)** A “full-time teacher with a reduced load” is a teacher who teaches less than 100% but at least 75% of the full-time teaching norm as described for each school in Appendix 4.

1. Such a teacher will be entitled to all benefits and privileges of a full-time teacher including, but not limited to, the benefit plans set forth in Article 26.

2. Such a teacher’s salary will be based on the percentage of the teaching norm described above (i.e., a teacher teaching 80% of a full load will be paid 80% of the salary).

3. Such a teacher shall be assigned a percentage of the duties and preparation periods assigned to a full time teacher that is equal to the percentage of time taught; duties will be assigned in an equitable proportion based on the accepted norms of the school (i.e., if a full-time teacher in a school is normally assigned five duties and five preparation periods, a teacher with an 80% reduced load would be assigned four duties and four preparation periods). In general, such a teacher should arrive fifteen (15) minutes prior to his/her first assignment and remain for thirty (30) minutes after his/her last assignment period of the day and, when appropriate, have a duty-free lunch period of at least twenty-five (25) minutes. However, the school agrees to be flexible in this regard so as to meet the needs of the teacher, provided that such a teacher fulfills a percentage of the duties assigned to a full-time teacher that is equal to the percentage of time taught. All of these activities will count toward the twenty-five (25) hour time requirement of the benefit program.

4. The request for designation as “full-time teacher with a reduced load” must be initiated by the teacher, and is subject to renewal on an annual basis.

5. The administration may deny a request for a reduced load.

**(D)** A “part-time” teacher is a Teacher who works less than 75% of the full time teaching norm as described for each school in Appendix 4 and is assigned less than 75% of the teacher obligations as defined in Article 6.

(E) 1. A “short term” substitute is a substitute assigned to take the place of a Teacher during a brief absence.

2. A “long-term” substitute is defined as a person who is assigned to take the place of a Teacher during an extended absence or leave.

a. A long-term substitute who is offered a position for one academic year, its equivalent, or longer, to take the place of a Teacher on leave shall be covered by the terms of this Agreement upon acceptance of the position.

b. A short-term substitute whose continuous employment extends beyond one semester, or ninety (90) school days, shall automatically become a member of the bargaining unit on the first day of employment beyond the period, and shall then be considered a “long-term” substitute.

(F) Membership in the bargaining unit does not guarantee the “long-term” substitute any rights to continued employment.

## **ARTICLE 2 LFA RIGHTS**

(A) 1. Teachers who participate in conferences or hearings scheduled pursuant to any dispute resolution procedure (formal or informal) provided for herein, including the Grievance and Arbitration Procedures of Articles 17A and 17B, and whether as principals, representatives, or witnesses, shall do so without penalty to personal, professional or sick days, should these activities be scheduled during the Teacher’s work day as defined in this Agreement.

2. The Principal of each School, consistent with the needs of the School, shall allow proper and sufficient time from teaching and administrative duties for any officer or delegate of the LFA to meet with representatives of the RPA at meetings scheduled by the RPA.

3. The President of the LFA or his/her designee shall be permitted to request up to two (2) days per semester for early dismissal for the conduct of LFA business. Requests for early dismissal shall be submitted to the Principal or his/her designee for approval at least forty-eight (48) hours prior to the time of the requested early dismissal, except in cases involving unusual

circumstances when such request shall be made as soon as possible. Said request shall state the reason for the early dismissal and may be granted consistent with the needs of the School.

4. The President of the LFA shall be relieved of all non-teaching assignments except in cases of emergency.

5. In the school where the LFA President is employed, a mailbox will be provided for LFA business.

6. LFA officers and LFA Building Representatives may use their personal days for LFA related business.

7. The provisions of this Article shall in no way diminish the rights of the Schools under any other provision of this Agreement.

8. Each year there shall be at least one regular meeting of the Principal of each School and the LFA Building Representative.

9. The RPA shall supply the LFA President on or before October 15 of each year with a list of all bargaining unit members by name, address, School, and subject area assigned, and provide the current salary of each Teacher, the amount of any extra pay stipends for services provided by the Teacher (not including coaching services or administrative services normally performed by administrators such as facility coordination, personnel, scheduling, student discipline, and financial management), the individual schedule for each teacher and the Master Schedule of all teaching personnel. All such information shall be updated as of February 1<sup>st</sup> of each year.

10. The LFA shall be provided with scheduled time following the conclusion of the Orientation Program for new Teachers for a brief interval to address the Teachers. The LFA Building Representative shall be permitted to announce at the beginning of the meeting that LFA business will be conducted at the end of the meeting. The LFA may use such time for the distribution of membership materials and the solicitation of membership.

**(B) Bulletin Boards**

1. Each School shall provide two bulletin boards for the exclusive use of the LFA, provided that any School that during the term of the prior Agreement provided three such bulletin boards shall continue to provide three during the term of this Agreement. These bulletin boards shall be placed in Faculty Lounges or the equivalent in each School and shall be no less than

nine (9) square feet (a section of similar size of a larger board may be utilized). The LFA and its agents shall not use any other bulletin board(s) or post material in any other area(s) of the School.

2. The LFA assumes responsibility for the official nature and professional standards of all material posted on the bulletin board by its representatives.

**(C) Mail Boxes**

1. The LFA has the right to use staff mailboxes and/or e-mail for the distribution of material to Teachers, provided that the LFA immediately send the Principal a copy of any material distributed through the school.

2. The LFA assumes responsibility for the official nature and professional standards of all material disseminated by its representatives.

**(D) Meetings**

1. With prior notice to the Principal, following the conclusion of a faculty meeting and a brief interval, announcements may be made by the LFA Building Representative or in the absence of the LFA Building Representative any other representative of the LFA who is a member of the bargaining unit in the School. At the beginning of the faculty meeting the LFA representative shall be permitted to announce that LFA business will be conducted after the conclusion of the meeting.

2. The Teachers within a School shall have the right to request the use of school facilities for the purpose of holding meetings provided that a "Meeting Request Form" (annexed hereto as Appendix 8) be submitted to the Principal or his/her designee for his/her approval at least forty-eight (48) hours prior to the time of the requested meeting except in cases involving unusual circumstances when such request form shall be submitted as soon as possible.

3. Such meetings shall be held after the conclusion of the Teachers' work day as defined in Paragraph A of Article 6. In addition to these meetings, the LFA Building Representative for his/her School shall be entitled to conduct five (5) early meetings per year to commence no sooner than fifteen (15) minutes after the student dismissal time at that particular School. With respect to these meetings, two (2) early meetings may be held in one (1) semester and three (3) in another as agreed by the School Principal and the LFA Building Representative. In all cases any

meetings held shall not interfere, interrupt or conflict with the normal operations of the School nor with student activities. The place of the meeting shall be agreed upon by the Principal and the LFA Building Representative, with the Principal having the final decision. Due consideration will be given, in the selection of the place, to the type of meeting being called and approval shall not be unreasonably denied.

4. The LFA also shall have the right to request the use of school facilities for the purpose of holding general membership meetings providing a request in writing is made to the Principal of the school by the President of the LFA or his/her delegate at least two (2) calendar weeks prior to the time of the requested meeting. Approval shall not be unreasonably denied. The School Principal shall be informed of the purpose of the meeting and notified of the intended presence at the meeting of anyone not a member of the bargaining unit.

5. Any cost resulting from the use of School facilities, other than for pro-rata costs of heat and electric, shall be borne by the LFA.

6. The LFA shall be fully responsible for any damage to School equipment, furniture, property and/or facilities that can be shown to be directly attributed to such use.

7. Each School shall provide the LFA Building Representative with space for an LFA- procured file cabinet of reasonable size.

(E) The RPA shall offer a copy of the Agreement for a prospective new Teacher's inspection prior to the signing of the Teacher's individual contract. The new Teacher will receive his/her own copy within ten (10) days of hire. All Teachers shall be provided with a copy of this Agreement within ten (10) days of its duplication and distribution to the RPA or within the first week of school, whichever is later.

**(F) Access to Personnel Files**

1. Upon one (1) school day's notice to the Principal, an individual Teacher shall have access to his/her personnel file. This access shall be in the School's Administrative office or any other suitable area designated by the Principal. When such access is provided, an appropriate administrator shall be present as well as an LFA Representative who is a member of the bargaining unit, if requested by the Teacher.

2. If contained in the file, character and job references related to the Teacher's initial employment and restricted by the sender or marked confidential by the School upon receipt shall not be made available to the Teacher.

3. Any material to be placed in a personnel file of a Teacher (with the exception of that excluded by operation of subparagraph 2, above) shall be shown to the Teacher prior to its placement in the file. The Teacher shall initial such document for the sole purpose of acknowledging receipt of the material. The Teacher may append a written comment to anything contained within the file.

4. The Teacher shall receive a copy of any material within the file upon request, with the exception of that excluded by (2) above and official transcripts restricted by the sending institution.

(G) At the beginning of each year, the RPA and the Principal of each School will be notified of those schools having no designated LFA Building Representative. For any School not having an LFA Representative on site, the officers of LFA in their sole discretion may designate a Building Representative who may be a Teacher from any School and who shall have the same responsibility and authority to act on behalf of the Teachers in the School as if he/she were the elected on-site representative. There shall be no obligation to grant time off to any such individual for the purpose of performing responsibilities of Building Representative for Teachers in another School.

**ARTICLE 3**  
**MEMBERSHIP DUES/SERVICE FEE CHECK-OFF**

(A) Upon receipt of a written authorization from a Teacher in a form provided by the LFA, the School shall deduct pursuant to such authorization uniform initiation fees and union dues, from the wages due the Teacher in twenty successive deductions commencing with the first payroll check in October of the current school year. In the event that the twentieth paycheck falls in July, the monthly dues will be adjusted to nineteen pay checks.

(B) Authorization for the deduction shall be made on forms to be supplied by the LFA and evidenced by Appendix 10 and authorization for the deduction pursuant to paragraph (A) (1) above shall be irrevocable for a period of one year or the term of this Agreement whichever is shorter and shall be renewed automatically each succeeding School year unless the Teacher submits written notice of revocation to the LFA (see Appendix 11) at least 30 days before the end of the prior School year.

(C) Teachers wishing to authorize a deduction who do not have an authorization form on file shall submit a signed authorization form no later than September 20<sup>th</sup> of the current school year.

(D) Each Principal shall make available to the LFA Building Representative on the first day of school, the names, addresses and telephone numbers of all new Teachers hired for the upcoming School year. By October 1, the RPA shall deliver to the LFA President an updated list of the names, addresses and telephone numbers of all new Teachers. If any new Teachers are hired during the school year, the RPA shall within ten days notify the LFA President in writing, providing the name, telephone number and address of the Teacher.

(E) All bargaining unit members are encouraged to join the Lay Faculty Association (LFA), and render their support through annual dues. For individuals who have an objection to joining the Union, the school supports the payment of a service fee in lieu of dues for services rendered.

1. The service fee shall be in the amount equivalent to the regular membership dues, initiation fees and assessments charged by the LFA to its own members, less the cost of benefits available to or benefiting only its members, but in no event shall such a fee exceed the regular membership dues, initiation fees and assessments.

2. The service fee shall be withheld from the paycheck and remitted to the LFA at the same time and in the same manner as monies collected for the dues. Individuals paying the service fee shall be entitled to a review of the amount of the service fee by requesting in writing that the Lay Faculty Association substantiate the amount charged.

(F) The LFA shall notify the RPA of the amount of dues or service fee to be deducted by October 10<sup>th</sup> of the current School year and shall certify to the RPA the name of the LFA representative authorized to receive remittance of the money deducted.

(G) Except as specified in this Agreement, it is acknowledged that the School assumes no obligations financial or otherwise arising out of the provisions of this Article and the LFA agrees that it will hold the Schools harmless from any claims, actions or proceedings by any Teacher arising from deductions made by the School in accordance with the terms of this Article. Until remitted to the designated LFA representative, the School shall hold such funds deducted in trust for the LFA. Once the funds are remitted to the designated representative of the LFA, their disposition shall be the sole and exclusive responsibility of the LFA.

#### **ARTICLE 4 SCHOOL RIGHTS**

(A) Each School reserves and retains unto itself the sole and exclusive right to operate, administer, control and manage the school and shall have the right subject only to the limitations imposed by the express written provisions of this Agreement and applicable law to:

1. Direct and schedule all Teachers hired by the School.
2. Hire, promote, transfer, assign, select and determine the number of Teachers.
3. Suspend, discipline, discharge and in any other manner terminate or not renew the employment contract of any Teacher.
4. Relieve Teachers from duty and/or to reduce the staff as a result of consolidation of Schools or departments, loss of enrollment, elimination of offerings, courses or subject matter, or for any other reason;
5. Maintain efficiency of the School;
6. Determine the methods, means and personnel by which the School's operations are to be conducted;
7. Require that duties other than those normally assigned be performed when needed;
8. Carry out the ordinary and customary functions of management.

**(B)** Any of the rights, powers, or authority the School previously enjoyed prior to this Agreement are retained except as abridged or modified by this Agreement and may be exercised without prior notice to or consultation with the LFA, provided however that if exercise of a right or rights described in this Article may have an effect upon the terms and conditions of employment of Teachers, then the RPA or the individual Principal as the case may be must give prior notice to the LFA and negotiate with the LFA over the effects.

**(C)** Each School retains the right to promulgate, publish, post and enforce all rules, regulations, policies and procedures not in conflict with the specific written provisions of this Agreement.

**(D)** The provisions of this Agreement do not prohibit the School from directing any person not covered by this Agreement from performing any task. The School, therefore, has the right to schedule its management and supervisory personnel at any time. Also, the selection of supervisory personnel shall be the sole responsibility of the School and shall not be the subject of a grievance.

(E) The School hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and Constitution of the State of New Jersey, except as lawfully modified by the provisions of this Agreement.

(F) It is expressly understood by and between the parties to this Agreement that by not exercising the rights hereby stated and reserved the School shall not be deemed to have waived any of the rights specifically given to the School under this Article.

(G) The School rights herein reserved are expressly reserved to the School and shall not be subject to the grievance procedure unless in the exercise of said rights the School violates any specific term or provision of this Agreement violation of which is subject to the grievance procedure.

(H) The Teacher retains and reserves all rights and powers given her/him by the laws and Constitution of the State of New Jersey except as lawfully modified by the provisions of this Agreement.

## **ARTICLE 5 NON-DISCRIMINATION**

The RPA and LFA accept, support and practice non-discrimination as it pertains to working conditions and all other terms and conditions of employment in accordance with the teachings of the Church and to the extent required by law.

## ARTICLE 6

### TEACHER'S WORK DAY

(A) The Teacher's work day shall not exceed seven and a half (7 ½) hours. The Teacher's work day shall commence fifteen (15) minutes prior to the school day and extend thirty (30) minutes after the regular student dismissal bell, except on faculty meeting days.

(B) 1. All Teachers shall participate in general faculty meetings, departmental meetings, curriculum meetings and other similar professional and educational activities which commence during the Teacher's work day as defined above. Such meetings shall not exceed one (1) hour in length beyond the Teacher's work day as defined in Paragraph (A) of this article. Such general faculty meetings shall not exceed four in number per year. However, during Middle States evaluations, the number shall not exceed one meeting per month.

2. Teachers shall not be required to attend more than five (5) meetings, such as parent visitation, open house, back to school visits, in addition to graduation that require the return to school either during the evening or on weekends. A list of these five mandatory meetings shall be provided to the LFA Building Representative and to each Teacher at Orientation Day except that every effort shall be made to provide the schedule of mandatory meetings for September and October of the succeeding School year by June 1<sup>st</sup> of the current School year. A reasonable effort will be made to keep these meetings to a limit of three hours. NO Teacher shall be required to stay after 10:00 p.m. Attendance at all such meetings is mandatory and such attendance may be excused only upon written approval of the Principal. Written application for the excused absence shall be made to the Principal on the "Excuse from Mandatory Meeting" form (annexed hereto as Appendix 9).

3. Teachers shall annually provide a minimum of ten hours of support (unpaid) to the student activities program of the School by acting as a moderator or coach or in other comparable activities to the type listed in Appendix 14 provided that the Teacher has documented the activities to the satisfaction of the Principal and provided the ten hours occur outside the Teacher's school day.

(C) No Teacher shall be required to work in excess of 182 days in any school year, including orientation days teaching days, professional days and any other day in which their attendance is required, other than days used exclusively for callbacks as permitted under Article 6, Section B2. Teachers new to the school may be required to attend additional orientation days.

(D) 1. For the term of this Agreement, the full time teaching norms at the Schools will be defined as provided in Appendix 4, except a School may modify the full-time teaching norm in the second or third year of the Agreement by changing its Master Schedule so long as:

i. No School's Master Schedule shall provide a full time teaching norm in excess of 1125 minutes per week;

ii. No School's Master Schedule shall provide a full time teaching norm where both the number of minutes per week and the number of class sections per week exceed, respectively, the minute norm and class section norm for the School in the first year of the Agreement (see Appendix 4 for first year minute norms; see first year Master Schedules for class section norms);

iii. Any such revised Master Schedule for the School changes the general manner of scheduling classes at the School and is applied to substantially all of the Teachers in all School departments; and

iv. The School provides notice to the LFA of the revised Master Schedule by May 15<sup>th</sup> of the prior year.

2. In the event the LFA disputes any School's compliance with the above referenced requirements for adopting a new Master Schedule which proposed to change the school norm, the matter shall be subject to arbitration on an expedited basis before the next available arbitrator listed in Article 17B. The LFA shall file a demand for arbitration with the School by June 7 (i.e., within three weeks of the last date on which it may receive the proposed revised Master Schedule), and a hearing shall be scheduled within three weeks of the submission of the demand. All relevant information shall be exchanged prior to the hearing. The arbitrator shall issue an award within ten business days of the hearing. No modification to the full time teaching norms as proposed in the revised Master Schedule shall be effective absent a decision by the arbitrator that the new Master Schedule complies with all requirements set forth above.

3. Teaching minutes shall include all labs but shall not include passing time. A Teaching period is one in which the employee is actively involved in the act of teaching, either as an individual or a member of a teaching team. On an individual basis and by mutual agreement of both the Teacher and the Principal, a teaching load other than that provided under the full time norm may be arrived at, subject to the requirements of Paragraph E of this Article.

(E) Teachers teaching minutes in excess of the full-time teaching norm per cycle set forth in Appendix 4 shall be paid extra compensation as follows:

(No. of minutes taught in regular cycle in excess of school's per cycle norm) x base scale salary (No. of minutes in the per cycle norm for the School)

i. In the event a Teacher teaches additional minutes above the applicable per cycle norm, the Principal and the Teacher may agree to an exchange of supervisory duties for the additional minutes. In that event, the Teacher and the Principal may agree upon a lesser amount of compensation, but in no event shall the amount be less than 90% of the above referenced formula for additional teaching minutes that have been exchanged for a reduction in supervisory duty minutes, plus 100% of any additional teaching minutes that have not been so exchanged.

ii. The entitlement to extra compensation, when applied to periods of time constituting less than the full school year, shall be prorated for the time period during which the Teacher taught in excess of the school norm. If the teacher performs extra teaching for a full school quarter or semester, the “base scale salary” as used above, shall mean, respectively,  $\frac{1}{4}$  and  $\frac{1}{2}$ , of the Teacher’s applicable salary set forth in the salary scale. For periods covering part of a school quarter, teaching minutes in excess of school norm minutes shall mean the number of additional minutes an increased teaching load regularly adds to the Teacher’s per cycle teaching obligation, and “base scale salary” shall mean the Teacher’s salary as set forth in the salary guide multiplied by the number of scheduled days of school, including but not limited to snow days, occurring in the period during which the Teacher worked above the school norm, divided by 180.

**(F)** 1. A Teacher shall be required to substitute for an absent Teacher as requested by the Principal except where the Principal knows in advance that the absent Teacher will be absent from school for a period greater than five (5) consecutive school days. In such case, the Principal shall make every effort to obtain a substitute beginning on the first day of absence.

2. A Teacher may be required to teach in excess of the above stated full-time teaching load defined in Appendix 4 on a temporary basis, not to exceed five (5) consecutive school days, on the following conditions:

a. The Teacher's consent will be sought prior to the commencement of the additional teaching load and an "Assignment of Work Form" (see Appendix 12) provided as required by this Agreement. A copy of this form shall be placed in the Teacher's personnel file and a copy shall be provided to the LFA Building Representative.

b. A Teacher shall receive \$25 per period for each additional period of substitutions that occur during a Teacher's preparation period or lunch period, for up to the maximum of five (5) consecutive school days. The school is required to notify the business office of paid substitution periods so as to provide compensation to the teacher.

3. The five consecutive school days referred to in paragraph 2 above with respect to temporary assignments may be exceeded with the consent of the Teacher provided that the Teacher shall be paid using the formula defined in section 6(E) (except no reductions shall occur through the application of paragraph 6(E) i. and made retroactive to the first day of assuming the temporary assignment).

4. The School agrees that all such assignments shall be kept to a minimum and shall be made on a fair and equitable basis consistent with the needs of the School and with the Teacher's areas of preparedness, experience and competence.

(G) The Teacher's schedule for the academic year shall include one (1) designated planning period equivalent to a full uninterrupted period per day, or the equivalent of five (5) class periods per week which shall be used for professional preparation and related activities, unless the teacher has agreed to a modified schedule through Article 6 (E) i. whereby the teacher waives this planning period. A planning period and a duty period may be interchanged on a given day, with the understanding that the school will attempt to accommodate emergent situations.

In addition, a duty-free lunch period of at least twenty-five (25) minutes shall be scheduled for the teacher during a student lunch if possible, and if not, then as close to a student lunch as possible. The remaining time shall be devoted to duties assigned by the Principal or to other school work as essential for the fostering of quality education, including the supervision/proctoring of a class for an absent Teacher. Duties such as homeroom, hall duty, substitution or the like, may not be assigned during a Teacher's lunch or preparation period unless the Teacher gives his/her consent. In the event of an emergency involving clear and present danger to the physical well-being of a student, the Teacher must give consent.

1. This provision shall be considered the norm, but in some instances, it may be necessary to change "one designated planning period per day" to "the equivalent per cycle". In this instance, the LFA shall be provided with a list of teachers assigned such a schedule at the time schedules are created.

2. Such a schedule may be implemented with the prior consent of the Teacher. However, if consent is withheld, the School shall seek appropriate alternative solutions with the input of the teacher involved. The seeking of alternate solutions shall not require the hiring of additional staff. If a Teacher consents to a schedule which does not provide one planning period per day, but rather the equivalent per cycle, or must be assigned such a schedule because no other solution is available, the Principal shall provide the LFA with a completed, signed "Assignment of Work Form" (see Appendix 12) indicating either the Teacher's acceptance of or assignment to this schedule.

3. If, within a two-cycle period, the teacher does not receive the equivalent of a planning period per day, the teacher shall receive \$25 per period lost, unless the teacher has agreed to a modified schedule through Article 6(E) i. whereby the teacher waives this planning period. At least once every two cycles, the school is required to notify the business office to provide compensation to the teacher.

**(H)** 1. A preparation is defined according to differences in subject area and subject grade level. Honors and Advanced Placement courses will be deemed to have a separate preparation for each course. However, if the course of studies is the same in an Honors course and its regular counterpart, it shall be considered one prep.

2. It is recommended that no Teacher be required to teach more than two subject areas nor have more than three preparations.

3. The above limitations shall be considered the norm but may be exceeded, when necessary, with the prior consent of the Teacher.

4. If consent is withheld, the School shall seek appropriate alternate solutions, with the input of the teacher involved. The seeking of alternate solutions does not require the hiring of additional staff. If a Teacher consents to additional preparations or subject areas, or must be assigned an additional preparation or subject area because no other solution is available, the Principal shall provide the LFA Building Representative with a completed signed "Assignment of Work Form" (see Appendix 12) within 10 days of the Teacher's acceptance or assignment.

(I) Consistent with the needs of the School, part time hiring will be kept to a minimum.

(J) Unless prohibited by law, all Teachers are to be informed if a person has a contagious illness or condition.

(K) Within the context of the School's Master Schedule and consistent with the Agreement, duty periods shall be assigned in an equitable manner.

(L) It is possible that on a given day the number of assigned replacement teachers may not be sufficient for adequate coverage. At the beginning of the School year, the Principal may request the names of those Teachers who are available to substitute during a preparation period on a voluntary basis, subject to the compensation requirements of paragraph F 2.b. above.

## **ARTICLE 7 PLACEMENT OF NEW TEACHERS**

(A) When hiring a new Teacher, the Principal shall specifically make available to the prospective new hire the salary schedule of the Agreement and the terms of this Article. Starting salaries will be agreed upon by the incoming Teacher and the Principal. However, in no case shall the salary be less than the minimum established for the salary lane and will be a step on the lane. The Teacher's letter of appointment shall state the salary lane and step placement and all future salary increases shall be made from this point.

(B) 1. When hiring a new Teacher, the Principal shall give full credit for prior years of teaching experience and/or relevant business and/or work experience, except as provided in subparagraph 3 below. Where credit is given for relevant business and/or work experience, it shall be the intent to provide no more than one (1) year of credit for each year of experience. However, it is recognized that in the interest of the School, it may be necessary to hire "beyond full credit" for relevant business/work experience.

2. Relevant teaching and/or work experience is defined as teaching or work which has a bearing on or is related to the teaching assignment. This could include, but is not limited to, supervisory work, instructional work, laboratory or research experience, professional work in the subject area, mentoring or any activity which enhances the ability of the teacher to provide a quality educational experience.

3. A Principal and a new Teacher may also mutually agree on a lower salary scale provided that the new Teacher has been apprised of the step on the salary scale on which he or she would have been placed if full credit for prior years of teaching or work experience had been granted by the Principal.

(C) At the beginning of each semester, the LFA Building Representative shall receive a copy of the letter of appointment of each new Teacher hired for the semester and a form that includes the following information: 1) an acknowledgment by the Teacher that he or she received a copy of the collective bargaining agreement and has agreed to his or her placement on the salary schedule; 2) the step and lane placement of the Teacher and 3) a statement of the reasons for “going beyond full credit” in the particular step and lane placement of the Teacher (Appendix 13).

## **ARTICLE 8 TEACHER EVALUATIONS**

(A) A system of professional staff evaluation shall be undertaken in each school in order to accomplish the following objectives:

1. To provide positive experiences that will help insure academic excellence and maintain high professional standards;
2. To enable the staff member to use his/her skills in the best possible way through interaction with other professional educators;
3. To enable staff members to recognize strengths and weaknesses in classroom performance and in their handling of professional responsibilities;
4. To assist the Principal in determining the effectiveness of the faculty and staff in achieving the stated philosophy and goals of the school;
5. To assist the Principal in determining the best use of the talents and skills of the staff;

6. To assist the Principal in granting advancement and honors;
7. To help build faculty morale.

**(B)** Evaluations shall consist of:

1. The formal evaluation report (Appendix 6), including the observation reports described below:
  - a. Formal written reports of observations carried out by the chairpersons of the department(s) to which the faculty member belongs;
  - b. Formal written reports of observations carried out by designated administrator(s) or qualified personnel with a Master's Degree or Administrative certification.
2. In completing the evaluation the Principal or his/her designee shall seek the input of all appropriate administration personnel as well as the individual's Department Chair(s). All input received with respect to a tenured Teacher shall be included within the formal evaluation report.
3. The appropriate evaluation report shall be appended to the Agreement as appendix (6). No evaluation form inconsistent with this form may be utilized.
4. The Teacher shall be given the opportunity to respond to the evaluation report and both the report and the response, if any, shall be placed in the Teacher's file. In any case, a Teacher, whether tenured or not, may grieve any procedural issue with respect to his/her evaluation pursuant to the procedures set forth in Article 17A. In the case of a tenured teacher who a) receives a warning or b) is terminated based in whole or in part on any matter contained in an evaluation report, the Teacher may grieve any substantive or procedural issues with respect to the evaluation report and if the termination is brought to arbitration pursuant to Article 17B, the Arbitrator may consider both substantive and procedural issues in connection with the evaluation report.

**(C)** Formal observations shall be carried out according to the following schedule:

1. Tenured Teachers shall be formally observed at a minimum of at least once per academic year, but no more than twice each year.

2. Non-tenured Teachers shall be formally observed at a minimum of once each semester, but no more than four times a year.

3. A non-tenured teacher in the first year of employment at the school shall receive at least two (2) formal observations during the first semester and one (1) formal observation during the second semester, but no more than four formal observations a year.

4. All formal observations shall be completed prior to May 15<sup>th</sup>. No observations shall be conducted on the day prior to an extended school holiday.

5. Walk-through observations of short (8-10 minutes) duration may be conducted at any time. Feedback shall ordinarily be provided informally. However, if a concern is noted, written feedback must be provided within 48 hours.

6. Any teacher who has been required to implement a professional improvement plan may be observed formally as often as needed.

**(D)** After the formal observation, the observer shall confer with the Teacher concerning the completed observation and, where appropriate, offer suggestions for improvement. In the case of the first year Teacher, the “mentor Teacher” shall be present for such a conference at the request of the Teacher.

**(E)** All formal observations shall be followed by a written report signed by both the observer and the Teacher which shall be completed prior to and made part of the formal evaluation. The Teacher’s signature shall be for the purpose of acknowledging receipt of the report only and the Teacher may append any comments to the report.

**(F)** All teachers shall receive a copy of the written report within ten days of the follow-up conference with the observer. A copy of the formal observation report shall be placed in the Teacher’s file.

(G) In any case, a Teacher, whether tenured or not, may grieve any procedural issue with respect to his/her observation pursuant to the procedures set forth in Article 17A.

(H) In order to assist newly hired Teachers to use their skills in the best possible way and to assist those Teachers in understanding the philosophy, curriculum, methods and policies of the School, a “mentor Teacher” shall be assigned to each newly hired Teacher. The “mentor Teacher” may be the head of the department or any other experienced teacher.

## **ARTICLE 9 PROFESSIONAL IMPROVEMENT**

(A) All Teachers shall present evidence of professional improvement, including but not limited to continuing education, to meet the requirements for acquisition or retention of Tenure in Article 10 or for progression along the salary lanes.

(B) Compliance or the failure to comply with paragraph A above shall be considered at the time of completion of the Teacher’s evaluation pursuant to Article 8 and shall be noted upon the evaluation.

(C) To encourage Teachers to stay abreast in the field of education, the School will recognize in-service courses that give Continuing Education Credits (CEC) by allowing three (3) CECs to equal one (1) credit toward salary lane progression or toward acquisition and retention of tenure. The CEC program will be administered as follows:

- a. Application is to be made to the Principal prior to the commencement of each program.
- b. Each program shall be relevant, as determined by the Principal.
- c. Approval/disapproval shall be at the discretion of the School Principal.
- d. A CEC shall be generally defined as being equal to ten (10) class hours.
- e. CEC substitution of salary lane credit shall be limited to a maximum of three (3) graduate credits per year toward each salary lane progression.

(D) The School shall encourage and provide some opportunity for the professional improvement of its Teachers including opportunities for improvement beyond those necessary to meet the requirements for retention of tenure. It is understood and agreed that those Teachers who have been exempted from meeting the requirements for retention of Tenure pursuant to paragraph

(D)1 of Article 10 of the Agreement shall nonetheless make every effort to take advantage of continuing education and professional improvement opportunities.

Professional improvement may include courses, workshops, seminars, conferences, or any other formal or informal professional growth experiences.

## **ARTICLE 10 TENURE**

### **(A) Purpose of Tenure**

The purposes of the Tenure policy are to further upgrade the quality of education offered by the Regional Secondary Schools and to provide job security consistent with the provisions of this Article. This policy hopes to accomplish these purposes in a twofold manner:

1. By attracting and retaining the best Teachers available through a Tenure policy that will make a teaching position in the Regional Secondary Schools attractive.
2. By strongly encouraging the Teacher to continue professional development through the pursuit of course work both on the graduate level and non-graduate level and through pursuit of professional activities relating to his or her academic credentials.

### **(B) Definition**

Tenure shall be defined as the entitlement to continued employment within the Regional Secondary Schools only to the extent expressly provided in this Agreement and "Tenure", as used in this Agreement, shall grant only those rights specifically enumerated in this Agreement.

### **(C) Acquiring Tenure**

1. Effective September 1, 1999, Tenure shall be acquired pursuant to the provisions of this Subsection, provided however that all Teachers who as of the first work day of the 1999 School year have completed the requirements for Tenure under Article 10, Subsection C as in effect from September 1, 1996 to August 31, 1999 shall receive Tenure effective as of September 1, 1999.
2. In all other cases, a Teacher shall be granted Tenure by the Principal if the Teacher:

- a. has received a B.A. or B.S. degree from an accredited college.
- b. has a current and valid 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 Archdiocesan School Office.
- c. has completed three years and one day of continuous service in the Regional High School granting Tenure, provided that continuous service shall not be considered broken by leave taken pursuant to the Agreement; however, such leave time shall not be counted toward the three successive years of service.
- d. has demonstrated competence as a Teacher as determined by the observations and evaluations made pursuant to Article 8.
- e. has annually provided a minimum of ten hours of support (paid or unpaid) to the student activities programs of the School by acting as a moderator or coach or in other comparable activities to the type listed in Appendix 14 provided that the Teacher has documented the activities to the satisfaction of the Principal and provided the ten hours occur outside the Teacher's school day.
- f. has demonstrated satisfactory evidence of professional growth.

3. The Principal may waive the requirement of (b) above when the Teacher in the opinion of the Principal is deemed to be exceptionally qualified by either education or experience or for other good and sufficient reason as determined by the Principal.

4. Appointment to or service in positions of short-term substitutes, teaching assistant, laboratory assistant, lecturer or the like are, by their nature, temporary appointments, and time served in these appointments shall not be used in computing length of service for Tenure. Appointment to or service in the position of a long-term substitute shall be used in computing length of service for Tenure.

5. Part-time teachers who are later hired in full-time positions may be granted up to one year of service toward tenure.

6. A Tenured Teacher assuming an administrative position continues to enjoy all right to Tenure, when and if returned to the teaching staff.

7. If a Tenured Teacher with five or more years of service in a Regional High School is hired by another Regional High School within two years after his or her last year of actual teaching, the Teacher shall be granted Tenure by the hiring School after one year and one day of satisfactory performance as determined by the Teacher's annual evaluation and formal classroom observation under Article 8.

8. A Principal in his or her discretion may extend the period of time in which to satisfy the requirements for acquiring Tenure pursuant to subparagraphs (C) 2(c) and (d) above in the case of a Teacher who has received satisfactory Teacher evaluations within the meaning of Subparagraph (d) for two out of three consecutive years but has been placed on warning during or at the end of the third year. If the Principal exercises his/her discretion to employ the Teacher for a fourth year and the Teacher receives a satisfactory evaluation for the year immediately subsequent to such warning year, then the Teacher shall be deemed to have satisfied the requirement of subparagraph (d) above notwithstanding the Teacher's failure to have done so in three consecutive years.

9. A Teacher may not be granted or denied Tenure except in accordance with this Article.

**(D) Retention of Tenure**

1. This section D shall not apply to any Tenured Teacher who has completed at least four (4) years of Tenured service in the Regional High Schools as of September 2, 1999.

2. In all other cases, in order to retain his or her Tenured status, a Teacher must provide evidence of professional growth and continue to fulfill the annual requirement of support for student activities as defined in Section C(2)(e) above.

3. In the event a Teacher fails to fulfill the above requirement, the Principal shall give the Teacher a written warning that he or she is vulnerable to revocation of Tenure and shall proceed in the following manner:

a. The Principal shall place the Teacher on provisional Tenure status for at least one year during which time if the Teacher fails to fulfill the necessary requirement as defined above, then the Principal may revoke Tenure in

accordance with subsection b of this Section. A Teacher on provisional Tenure status may apply for an extension of the provisional time period and the decision to grant or deny such extension must be in writing with a copy to the LFA President.

b. In the event a Teacher has been on provisional Tenure status for one year without satisfying the deficiency, the Principal shall initiate Tenure revocation procedure by written notice to the Teacher and to the President of the LFA and shall convene an Advisory Tenure Revocation Committee made up of two members of the administration, the Teacher's Department Chairperson and a tenured Teacher who shall be a representative of the LFA selected by the LFA President. The Principal shall serve as a member of the Committee and shall participate in the deliberations of the Committee. The other members of the Committee shall make a recommendation(s) to the Principal. The decision of the Principal shall be in writing with a statement of the reasons therefore. The Teacher and/or the LFA may grieve the revocation decision of the Principal in accordance with the provisions of Article 17A and the LFA may seek arbitration of Tenure revocation in accordance with the provisions of Article 17B.

**(E) Loss of Tenured Status**

A Teacher will lose his/her permanent Tenure Status automatically as a result of the Teacher's:

1. resignation, except that a Teacher with at least five years of service who is hired by any Regional High School within two years of resignation shall be returned to Tenure status after completion of one year and one day of satisfactory service as determined by the Teacher's annual evaluation and formal classroom observations under Article 8. Thereafter, the Teacher shall be subject to the requirements for retention of Tenure in Section (D) above.
2. constriction from the staff of a Regional High School subject to the provisions of Article 15.
3. conviction of a felony or high misdemeanor.

**(F) Termination of Tenured Teacher for Cause**

1. A Principal may terminate or refuse to renew the contract of a Tenured Teacher only for just and serious cause, including but not limited to the causes specified below and subject to the procedures set forth in this Article and Articles 17A and 17B.

2. The reasons for which the School may terminate or not renew the contract of a tenured Teacher under this paragraph are:

- a. teaching contrary to the dogmas and doctrines of the Church
- b. violating accepted standards of Catholic morality so as to cause a public scandal;
- c. repeated failure of the Teacher to perform his/her duties in a satisfactory manner based upon observations and evaluations made pursuant to Article 8 and after notice and warning as required by this Agreement;
- d. repeated disregard of school policies and failure to participate in mandatory school functions as required by the contract after notice and a warning as required by this Agreement.
- e. serious misconduct or other just and serious cause.

3.
  - a. No Tenured Teacher may be terminated for the reasons set forth in Sections 2(c) and/or 2(d) above unless the termination has been preceded by no fewer than two written warnings to the Teacher over a period of 12 calendar months. These warnings shall be made at least 45 school days apart and shall be subject to grievance by the Teacher or the LFA in accordance with the procedures of Article 17A and to arbitration by the LFA pursuant to the procedures of Article 17B. The LFA Building Representative shall be provided with a copy of any warning at the time it is provided to the Teacher.
  - b. Notwithstanding anything to the contrary contained herein, a Principal may suspend a Tenured Teacher immediately if in the opinion of the Principal the Teacher's continued presence at the School poses a health or safety risk to the students or other staff and such suspension shall remain in effect until and unless it is reversed as a result of a decision pursuant to the grievance and arbitration procedures of Article 17A and 17B.

4. In the event of a termination or non-renewal pursuant to 2(a) or 2(b) above, the LFA or the terminated teacher may invoke the Hierarchical Recourse Procedure set forth in Appendix 7. In an effort to avoid contention and seek an equitable solution, at the request of the LFA or the terminated teacher, the parties shall meet to discuss the reasons for termination or non-renewal under 2(a) or 2(b) above. Prior to such meeting, the School will provide the LFA and the tenured employee with the results of its investigation into the facts underlying the charges of a violation which will include a description of the conduct that is alleged to violate 2(a) or (b) and a description of the conduct that is alleged to violate 2 (a) and/or (b) and a description of the conduct that is alleged to violate 2(a) or (b) and the reason the School asserts the conduct falls within of 2 (a) and/or (b). If the Parties fail to resolve the issue, the Teacher may invoke the Hierarchical Recourse Procedure.

5. In the event of a termination for any reason other than pursuant to 2(a) or 2(b) above, the Teacher or the LFA may grieve the decision pursuant to the grievance procedure of Article 17A and the LFA may arbitrate the decision pursuant to Article 17B.

## **ARTICLE 11 NON-RENEWAL OF EMPLOYMENT OF A NON-TENURED TEACHER**

(A) The Principal of each School specifically retains the right not to renew the employment for the following School year of a non-tenured Teacher covered by this Agreement. The Principal shall give a Teacher written warning that the Teacher's contract may not be renewed together with a statement of the reason(s) therefore and a statement of his/her right to a conference and the presence of an LFA representative at the conference by April 1<sup>st</sup> of the current year, with a copy to the LFA Building Representative (see Appendix 15). If the reason for such warning arises after April 1<sup>st</sup>, the warning must be given five (5) school days after the reason(s) arises. The Teacher may request a conference with the Principal for the purpose of discussing the reason(s). The individual Teacher may request the presence at the conference of the LFA Building representative or any other LFA representative who is a member of the bargaining unit. The Principal shall provide

notice to the LFA Building Representative of the date of such conference at least ten days in advance thereof (see Appendix 15). The Principal may have present another administrator or the relevant department chairperson.

(B) The Principal shall also notify the Teacher of his/her final decision not to renew the contract for the following School year by mail postmarked no later than May 1 of the current year. If the cause for such action specifically arises after May 1, the Teacher shall be notified by mail postmarked no more than 5 school days after action occurs.

(C) The decision of the Principal and the action taken under this Article shall be final and shall not be subject to the grievance procedures of Article 17A or arbitration under Article 17B, except that the Teacher or the LFA may grieve any violation of the Notice Requirements of Paragraph A or B of this Article and, in the event that the Principal has failed to provide the notice required under Paragraph A, the School shall pay the Teacher one day's compensation for each day's notice is not given.

## **ARTICLE 12 TERMINATION OF NON-TENURED TEACHER**

(A) A non-tenured Teacher may be terminated at the sole discretion of the Principal for just and reasonable cause at any time during the School year. Any Teacher so terminated shall be told the reason or reason(s) for such termination in writing. If terminated after the first sixty (60) calendar days of employment, a Teacher so terminated shall also be provided a conference with the Principal. In such event, the above referenced statement of reason(s) shall also notify the Teacher that he or she is entitled to the presence of an LFA Building Representative or other LFA Representative who is a member of the bargaining unit at such conference. The Principal may have present another administrator and the relevant department chairperson or other designee. The LFA Representative shall be given 10 days' written notice of the date for such conference. By mutual agreement between the LFA Representative and Principal or other designee, the conference may be held earlier than the ten (10) day notice period.

(B) The terminated non-tenured Teacher shall be given either twenty (20) calendar days notice of termination or twenty (20) calendar days' pay as severance. If such notice is not given, then the Teacher shall be paid a calendar day's pay as severance. If such notice is not given, then the Teacher shall be paid a calendar day's pay for each calendar day for which proper notice was not given (e.g., if 14 days' notice is provided, then the teacher shall be paid for 6 calendar days, irrespective of the occurrence of weekends or other non-work days in the period for which notice was not provided). The payment for violation of the notice requirement is in addition to any severance pay the teacher is entitled to. In the event a non-tenured teacher is in violation of the Ministerial Code of Conduct or Protecting God's Children policies, notification and severance will not be given.

(C) The decision of the Principal and the action taken under this Article shall be final and shall not be subject to grievance except as to the issue of compliance with the notice requirements of this Article. If it is found that the Notice requirement has not been satisfied, the remedy shall be limited to 1) notification to the Principal of the violation and 2) one calendar day's pay for each day of notice not given.

### **ARTICLE 13**

#### **RENEWAL OF ANNUAL CONTRACT OF EMPLOYMENT AND RESIGNATION**

(A) Where the School and a Teacher mutually agree to renew the Teacher's annual contract of employment for the following School year, the School shall offer said annual contract to the Teacher by May 1 and the Teacher shall accept said annual contract on or before June 1, unless the School and the Teacher mutually agree in writing upon an alternate date (see Appendix 5). If the School and the LFA are engaged in negotiations for a successor agreement which has not been finalized, the "Letter of Intent" (see Appendix 5A) as set forth in will serve as an official offer under this provision.

(B) A Teacher who resigns his/her position during the school year must give a minimum of twenty (20) school days written notice to the School Principal. Should the Teacher fail to give such notification, he/she shall be held liable to the School in the amount of one (1) school day's pay for each day said notice is not given. It is clearly understood that earned salary shall not be withheld in an effort to satisfy this obligation.

(C) Once a Teacher, tenured or non-tenured, has accepted an annual contract for employment for the subsequent School year, the Teacher must give a minimum of twenty (20) calendar days' notice of resignation from the staff. Should such notice not be given, the Teacher shall be held liable to the School in the amount of one (1) calendar day's pay for each day remaining of the twenty (20) days. It is clearly understood that earned salary shall not be withheld in an effort to satisfy this obligation.

#### **ARTICLE 14**

#### **SUBJECT MATTER NOTIFICATION**

(A) It shall be the responsibility of each School to notify each Teacher prior to the completion of each School year, or as soon as reasonably possible, of the courses that the Teacher will be assigned to teach during the following School year. The purpose of such notification is to allow preparation for the following a School year.

(B) If, after such notification, it becomes necessary to make changes in assigned courses, the Teacher will be notified as soon as possible. In such event, the consent of the Teacher to the changes shall be sought and if consent is withheld, the School shall seek appropriate alternate solutions. If, in the discretion of the School, such solutions are either not available or do not resolve the matter, the School may require the Teacher to comply with the changes in the assignment if within the Teacher's area of preparation, experience or competence as defined in Article 15, Paragraph (C) of this Agreement. This should occur only for serious and compelling reasons consistent with the needs of the School. (The seeking of alternate solutions need not require the hiring of additional staff.)

**ARTICLE 15**  
**CONSTRICTION OF STAFF**

**(A)** If for any reason, the School, in its sole discretion, decides that there shall be a constriction of its lay staff as covered by this Agreement, the School agrees that no Teacher with Tenure shall be released so long as a Teacher not on Tenure within the same area of professional competence is employed. Before engaging in any constriction of staff, the Principal shall notify the LFA Building Representative and apprise the Representative of the reason (s) for said constriction in writing at least ten school days prior to convening the Constriction Committee required under Subsection B. below.

**(B)** In the event that a staff member on Tenure must be considered for constriction, the following factors, listed not in priority order, shall be considered by the School in reaching a decision as to which Teachers within an area of professional competence shall be constricted:

1. Number of years of service within the Regional High Schools.
2. Degree of competence within the area of professional competence determined by review of the last five (5) years of formal class room observations and end of year evaluations made by the constricting School in compliance with Article 8.
3. Degree of compliance with school and departmental policy determined by review of the last five (5) years of formal class room observations and end of year evaluations made by the constricting School in compliance with Article 8.
4. Compliance with the extra-curricular requirements of Article 10.
5. Number of subject areas taught for which there is documented evidence by the school of successful performance and/or the Teacher holds certification for those subjects taught.
6. Academic qualifications beyond the Bachelor's Degree.

**(C)** For purposes of this Agreement, in determining areas of professional competence, the School shall consider the Teacher's areas of certification, the subject matters taught by the Teacher and the Teacher's departmental placement.

**(D)** Before arriving at the decision as to who shall be constricted, the principal shall convene a committee consisting of a member of the administration, a relevant Department

chairperson and the LFA Building Representative or another faculty member of the school selected by the LFA. The Committee shall be appointed by the Principal, who shall act as Committee Chair.

**(E)** Except as governed by this Agreement, decisions with respect to constriction, whether involving Tenured Teachers or those without Tenure, shall be the sole prerogative of the School. A non-tenured Teacher shall have no rights to resort to the procedures of Articles 17A or 17B, but may appeal to the Principal. A Tenured Teacher may challenge his or her constriction pursuant to Article 17A, commencing and ending with a grievance at Step 2 to the Superintendent of Schools (see Appendix 17A2), and the LFA may seek arbitration of the Superintendent's decision in accordance with Article 17B.

**(F)** In the event a Teacher on Tenure is constricted pursuant to this Article and, during the next two school years, there develops an opening in the individual's School in the individual's area of professional competence, the school shall offer reemployment to said individual at the same status she/he had attained at the time of constriction. For the purpose of this Article, status shall be defined as years of service in the school and tenure attainment. The offer shall be made by registered mail which shall provide a date for response. This date shall not be sooner than ten (10) days after the postmark on the letter. Should the individual fail to respond by the appropriate date he/she shall waive his or her right to the position.

**(G)** Religious personnel employed pursuant to the terms and conditions of the Agreement shall not be given consideration over lay personnel in making constriction decisions. As to all other religious personnel, nothing herein shall be construed to limit the rights of the School with respect to their employment and retention.

**(H)** If a constricted Tenured Teacher with five or more years of service is subsequently hired by another Regional Secondary School within two years of constriction, the Teacher shall be restored to Tenure status after completion of one year and one day of satisfactory service within the hiring School. Thereafter, the Teacher shall be subject to the requirements for retention of Tenure in section D of Article 10 above. A constricted Tenured Teacher with less than 5 years of service who is subsequently hired by another Regional Secondary School within two years of constriction shall be

restored to Tenure status after completion of two years and one day of satisfactory service within the hiring School.

## **ARTICLE 16 CONSTRICTION REGISTRY**

**(A)** Should a Teacher be constricted from any of the Regional Schools, his/her name shall be submitted to the School Office within ten (10) days of constriction. The School Office shall add the name to the constriction registry, which shall be forwarded to all the Regional Schools and the President of the LFA on a periodic basis. The registry shall be available for examination by the LFA Building Representative in each School. The list shall contain the following:

1. Name, address and telephone number of the individual constricted;
2. School and date of constriction.

**(B)** Should any School have an opening for a lay Teacher, it shall review the registry, forward an application and extend an interview to any Teacher appearing on the registry in the area of expertise needed by the hiring School to ascertain the interest of the individual in the open position. Principals must inform the LFA Building Representative in writing when applications have been sent to Teachers on the constriction registry and the Building Representative shall forward such information to the LFA President on a constriction interview form. (see Appendix 16)

**(C)** Except as governed by the provisions of this Agreement, all matters of hiring shall remain within the sole and complete discretion of the School.

**(D)** The RPA acknowledges the importance of placement upon the Constriction Registry and urges strict compliance by the School office and members of the RPA.

**(E)** Constricted Teachers may continue enrollment in the medical plan at the group rate at their own expense for two years or until they secure a full time position with health insurance coverage, whichever occurs first.

**ARTICLE 17A**  
**GRIEVANCE PROCEDURE**

(A) 1. In addition to the issues as to which the right to grieve and/or to grieve and arbitrate is specifically provided for in this Agreement, and except as to those issues as to which the Agreement provides that the right to grieve is not available, the LFA, the RPA or any Teacher or group of Teachers shall have the right to file a grievance under the Grievance Procedure with respect to all complaints, disputes, or controversies relating to questions of interpretation or application of the specific provisions of the Agreement. Such grievances shall be adjusted by and between the parties involved in manner set forth below.

2. It is the intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis prior to submission of a formal grievance. Therefore, the procedural and time requirements of this Article are not intended to preclude informal good will discussion among persons involved in an alleged grievance, or between the LFA and the Principal, the RPA or the Office of Superintendent, as appropriate.

3. The complaining party who desires to present a grievance under this Article must do so in writing, stating the nature of the grievance and the remedy sought. Grievances to be considered hereunder must be submitted by the complaining party to the School Principal, the RPA, or the LFA, as appropriate, in writing within twenty (20) school days from the time the complaining party knew or should have known of the complaint, unless the parties have mutually agreed to suspend the time limits pending informal attempts at resolution. If any grievance is resolved formally or informally without prior notice to the LFA and/or the RPA, the resolution of such grievance is not binding on the LFA and/or the RPA. No resolution of a grievance between an individual Teacher or group of Teachers and a Principal may be in derogation of this contract.

4. Once a grievance is filed in accordance with Section 3 above, the School and the LFA will make themselves available to commence a dialogue in an attempt to resolve the issue. The period for conducting the dialogue shall be no more than ten (10) school days from the time the grievance is presented unless the time period is extended mutually by the parties (the “dialogue

period”). If the issue is resolved, the terms of the resolution will be reduced to writing and signed by the School and the LFA.

5. In the event that the grievance is not settled as provided above, the complaining party may, within ten (10) school days of the expiration of the dialogue period as described above, submit the grievance in writing to the Office of the Superintendent, with a copy to the other party. Within ten (10) school days of receipt of the grievance, the Office of the Superintendent shall convene a meeting at a mutually selected location to discuss and attempt to resolve the grievance. If the grievance is not resolved, the Office of Superintendent or designee, shall render a decision within 10 school days of the close of the meeting. In all cases, the LFA shall have the right to participate by representatives of its choosing. If such meeting must, at the discretion of the Office of Superintendent, be held within school hours, all parties directly involved will be excused with pay.

6. In the event that the grievance is not settled as provided above, the complaining party may, within ten (10) school days from the time the decision is rendered to him/her, or at any time after a failure by the Office of the Superintendent to decide a matter within the time-period applicable to it, submit the grievance in writing to arbitration as provided in Article 17B below.

7. The time limits prescribed in this Article are not to be considered merely procedural in nature but of the essence. The time limits shall be considered maximum and may be extended only by mutual consent of the parties. If the complaining party fails to process the grievance within the prescribed time limits above, the grievance shall be considered moot.

8. At any meeting conducted pursuant to the Article 17A Grievance Procedures, a Teacher may be accompanied by the LFA Building Representative or by another LFA representative that the LFA President may select.

9. The disposition of any grievance at any step of the procedure by agreement between the LFA and the School, the LFA and the RPA, or the LFA and the Office of the Superintendent, as the case may be, shall be final and binding upon the complaining party and other persons who are involved or affected thereby.

10. The RPA and the LFA shall prepare a grievance form for the filing of grievances and no grievance shall be accepted unless on this form. (See Appendix 17A(1)).

11. It shall be the duty and responsibility of all persons involved in the procedure and named above who receive any grievance, decision or submission for which provision is made under this Article, to furnish to the party filing such document, an accurately dated receipt. Each grievance or answer or submission is to bear the date upon which it is signed.

12. Except as may be necessary to correct the original decision grieved, the fact that a grievance is raised by a Teacher, regardless of its ultimate disposition, shall not be recorded in the Teacher's file or record, nor shall a Teacher be placed in jeopardy or subject to reprisal for having followed the grievance procedure.

13. Grievances which extend beyond or begin before the normal school year shall continue to be processed with "weekdays" being substituted for all references to "school days".

## **ARTICLE 17B ARBITRATION PROCEDURE**

(A) Should either party to this Agreement disagree with the Superintendent's decision following the procedure in 17A above, the dispute may be submitted to arbitration. The party seeking arbitration must notify the other party in writing within ten (10) days of its receipt of the decision of the Office of the Superintendent, or at any time after a failure of the Office of Superintendent to decide as provided above. The parties further agree that as to any matter referenced in Subsection E below, the LFA and RPA mutually agree to waive the Article 17A proceedings, and go directly to arbitration. While waiting for an arbitration appointment, nothing shall preclude the parties from continuing discussion in an attempt to resolve the issue. (See Article 6 for procedures regarding Master Schedule Issues).

(B) A matter submitted for arbitration shall be referred to a tri-partite panel consisting of a representative of the LFA selected by the LFA from the bargaining unit, a representative of the Principals, selected by the RPA from among the Principals, and a neutral Arbitrator who shall be one of two permanent neutral arbitrators listed in Appendix 17B. The panel shall decide by majority vote. The parties agree to alternate between the two neutrals. All arbitrations shall be conducted in

accordance with the Rules of the American Arbitration Association and the costs of the arbitration, including the fees of the arbitrator, shall be shared equally by the parties.

(C) The parties agree that the arbitrator has no power to change, add to or delete any of the terms and provisions of this Agreement.

(D) The time limits of this Article may be extended by mutual written agreement of the parties.

(E) Matters subject to expedited arbitration pursuant to this Article are limited to:

1. Termination of Tenured Employee
2. Revocation of Tenure of Tenured Employee
3. Constriction of Tenured Teacher
4. Master Schedule Issues

## **ARTICLE 18 NO STRIKE/NO LOCKOUT**

(A) Neither the LFA nor any of its members shall engage or participate in any strike, work stoppage, sit-down, slowdown, sick call-in, boycott or any interference with the operation of any or all of the Schools nor shall any affiliate engage in the above conduct with respect to issues under this Agreement during the term of this Agreement. In the event any of the aforementioned occur, the LFA will make every effort immediately to bring it to a halt.

(B) Neither the RPA nor any of its authorized representatives or any individual Principal shall engage in any lockout of Teachers during the term of this Agreement.

(C) Any Teacher who violates this Article shall be subject to disciplinary action up to and including termination of employment, subject to the provisions of Articles 17A and 17B where applicable.

(D) Any lockout which leads to discipline or termination of a Tenured Teacher shall be subject to grievance and arbitration under Articles 17A and 17B and the School may be liable for damages incurred to any Teachers or to the LFA as a consequence of such lockout.

## **ARTICLE 19 SICK LEAVE**

(A) Each Teacher shall receive ten days paid sick leave each year.

(B) Sick leave may be accumulated from year to year up to a maximum of 150 days. Sick days accumulated beyond 150 days shall be redeemed at the end of the school year at the rate of \$35.00 per day for the 2020-21 school year, \$37.00 per day for the 2021-22 school year and \$40.00 per day for the 2022-23 school year.

(C) Effective September 1, 2001, payment shall be made for accumulated sick days, up to a maximum of 150 days to a Teacher leaving a school who, within twelve (12) months of leaving, will be eligible to receive full or partial benefits from the Archdiocese Pension Plan. Sick days accumulated up to a maximum of 150 shall be redeemed at the rate of \$35.00 per day for the 2020-21 school year, \$37.00 per day for the 2021-22 school year and \$40.00 per day for the 2022-23 school year.

(D) Each Teacher shall be entitled to use up to five (5) days per year of their accumulated sick days for medical emergencies concerning the immediate family and other reasons in accordance with the New Jersey Earned Sick Leave Law defines in Appendix 26 which require his/her presence.

(E) Sick leave shall be paid, provided that the designated school official is made aware of the absence according to the local custom for notification as employed at the School.

(F) A Teacher shall be credited with his/her full annual and accumulated sick leave as of the first day of reporting for employment in September except in the Teacher's first year of employment at the School, in which case the Teacher will accumulate sick leave at a rate of two (2)

days per month for the first five (5) months of school. Teachers shall be informed in writing of their number of days of accumulated sick leave with the first paycheck after the opening of school.

**(G)** Medical verification may be required on the fifth (5<sup>th</sup>) day of consecutive absence in order for payment to be made except in case of the first year Teacher where medical verification of illness may be required on the second (2<sup>nd</sup>) day of consecutive absence. In addition, medical verification may be required for any sick leave, at the option of the Principal, provided that the Teacher is so notified in advance. In addition, when a Teacher who has accumulated in excess of ten days sick leave uses ten days of the total days available to him/her for that year without medical verification being provided, he/she may be required to submit medical verification for every remaining sick day utilized in that year.

**(H)** Pay for sick leave shall be computed at the Teacher's regular daily rate of pay at the time of the leave.

**(I)** Emergency Sick Leave Bank

1. Each school shall establish an emergency sick leave bank equal to a number twice the size of the faculty for the 2017-2018 academic year. At the beginning of each school year, each new Teacher in his/her fourth (tenure) year shall contribute one day from his/her accumulated sick leave, which the School will match.

2. In September, 2017, for each School, the number of available sick days in the bank must equal twice the size of the faculty for the 2017-2018 academic year, inclusive of any faculty contributions.

3. In the event that the sick bank becomes depleted, each teacher will contribute one sick day to replenish the bank, which the school will match.

4. Application for days from the "bank" shall be made to the Sick Leave Bank Committee consisting of the Principal, an Administrator, the Department Chair of the department affected and two (2) Teachers within the school selected by the LFA Building Representative. No Teacher may review his/her own application to the "bank".

5. Sick leave days within the "bank" may be dispensed to Teachers at the discretion of the Committee where the following preconditions are met:

- a. The Teacher has a catastrophic, life threatening or chronic continuing illness of a serious nature, or
  - b. The Teacher has a medical emergency concerning the immediate family and which requires his/her presence.
  - c. All sick leave of the Teacher has been exhausted.
6. The decision of the Committee shall be final.

**ARTICLE 20**  
**PERSONAL AND PROFESSIONAL LEAVE WITH PAY**

(A) The Teacher is entitled to a maximum of three (3) non-cumulative days of personal leave per year with pay.

(B) The Teacher may use three of his/her sick days as additional personal days if necessary.

(C) It is understood that such leave shall be taken generally for personal business which cannot be reasonably scheduled on other than work days. Written application on a form (Appendix 18) provided by the Schools shall be made in advance of said leave and shall be given to the Principal as much in advance as possible but no less than 24 hours notice. Where a valid emergency exists and written notice cannot be given, oral notice shall be given prior to the absence. The Teacher is not required to state a reason for the leave on the request form at the time the request is made; however, in the event of multiple requests for leave on the same day or in a case of an emergent school need, the Principal may request the reason for the leave, if in the Principal's opinion that information is needed to make a determination.

(D) Personal leave shall not be unreasonably denied.

(E) Professional leave with pay may be granted to Teachers for bona fide professional reasons at the discretion of the Principal. The grant or denial of professional leave shall not be subject to grievance under Article 17A, however, professional leave shall not be unreasonably denied. Reasonable expenses for professional leave shall be paid by the School.

(F) Where possible, written application for professional leave shall be made to the Principal at least three (3) weeks in advance of said leave or as soon as possible.

(G) Pay for personal and/or professional leave shall be computed at the Teacher's regular daily rate of pay at the time of the leave.

## **ARTICLE 21 BEREAVEMENT LEAVE**

(A) Each Teacher shall be allowed absence with pay for three (3) school days in the event of the death of a member of the family (spouse, child, parent, grandparent, grandchild, brother, sister, parents-in-law, son-in-law, daughter-in-law, or any other person living in the same household).

(B) Each Teacher shall be allowed absence with pay for one (1) school day in the event of the death of brother-in-law, sister-in-law, aunt, uncle, niece, nephew or other significant person.

(C) Upon approval of the Principal, additional leave days may be granted.

(D) In all cases, to be eligible for said leave, the Teacher must give notice of absence to the Principal.

(E) Pay for said leave shall be computed at the Teacher's regular daily rate of pay at the time of the absence.

(F) A Teacher shall not be entitled to this leave if at the time of death in the family, the employee is on vacation, layoff, leave or otherwise not actively at work under provision of this Agreement.

**ARTICLE 22  
MILITARY LEAVE**

(A) Leave of absence for the performance of duty with the United States Armed Force or with a reserve component thereof shall be granted in accordance with applicable law.

(B) The Employee agrees that he/she will make every effort to schedule his/her training at a time following the conclusion of the school year.

**ARTICLE 23  
PARENTAL LEAVE**

(A) Parental leave without pay for the birth or adoption of a child or taking in of a foster child shall be granted for up to a maximum of two (2) years to all Teachers. To prepare for adequate staffing, such leave should be requested from the School, in writing, within three months of the date of learning of the event which will give rise to the leave, or as soon as possible.

(B) Teachers may use accumulated sick days for Parental leave as defined above, up to a maximum of 30 days.

(C) The Teacher shall notify the school, in writing, of his/her intent to return to work within said two (2) year maximum leave period at least three (3) months prior to the expiration of the leave period. The Teacher may return to work (subject to paragraph (D) below) at the beginning of the following school year should the leave expire after school closes for the summer, but before September 1<sup>st</sup>. The Teacher shall be returned from leave (subject to paragraph (D) below) either at the beginning of a new semester, or at the beginning of a new school year. There shall be no right of return during the course of a semester. Failure to notify the School of the intention to return and/or failure to return to work at the termination of the leave shall be treated as a voluntary resignation.

**(D)** The Teacher granted the parental leave shall be assured of employment with the School upon completion of the leave provided:

1. There has been no constriction or other action which has resulted in the separation of the Teacher from the School in accordance with the requirements of Articles 15, 17A, and 17B to the extent applicable.

2. The Teacher has used the leave for the purpose for which it was intended.

**(E)** A Teacher who wishes to take maternity leave shall advise the Principal as soon as possible of the expected date of delivery and the expected period of disability and may use her unpaid sick days for so long as her physician certifies that due to pregnancy or childbirth she is unable to perform her normal teaching duties, and thereafter may go on parental leave at her request.

**(F)** The Teacher returning from parental or maternity leave or a combination thereof shall be returned with full seniority rights and tenure status

#### **ARTICLE 24 FAMILY CARE LEAVE**

**(A)** A Teacher employed for one (1) or more years by a School shall be eligible for unpaid family care leave of no more than one School year.

**(B)** Non-FMLA leave taken pursuant to this Article shall apply only to leave taken for the express purpose of caring for a close relative for whom the Teacher has primary responsibility.

**(C)** To the extent possible, the Teacher shall provide three months' notice of the desire to take such leave or as much notice as is reasonably possible under the circumstances. The Teacher shall notify the School of his/her intention to return, in writing, at least two (2) months before the expiration of the leave. The Teacher shall be returned from leave either at the beginning of a new semester or at the beginning of a new school year, depending on the availability of qualified replacements personnel. If no qualified replacement can be found to serve for a fraction of a year,

the Teacher may be required to take longer leave. In this case, the Teacher shall not be considered to have exceeded the stipulations of Paragraph (A). There shall be no right of leave or return during the course of a semester. Failure to notify the School of the intention to return and/or failure to return to work at the termination of family care leave shall be treated as a voluntary resignation.

The Teacher granted the family care leave shall be assured of employment with the School upon completion of the leave provided:

1. There has been no constriction or other action which has resulted in the separation of the Teacher from the School in accordance with the requirements of Articles 15, 17A, and 17B to the extent applicable.

2. The Teacher has used the leave for the purpose for which it was intended.

**(D)** The Teacher returning from said leave of absence shall be returned with full seniority rights and Tenure status.

## **ARTICLE 25 JURY DUTY**

If a written request has been submitted by a Teacher to the court and/or Jury Commissioner to have jury duty postponed to a time when school is not in session and the Teacher is required to report for jury duty, the Teacher shall receive his/her regular salary less the amount received for jury duty. A copy of the written request shall be filed with the school Principal within three (3) days of the first notice to Teacher of his/her obligation to serve on jury duty. This benefit does not apply to those who do not request that jury duty be postponed unless the rules of the Court do not allow such request.

**ARTICLE 26**  
**BENEFITS**

(A) All Teachers shall be entitled to the following benefits as detailed in the current applicable Archdiocesan benefit plan:

1. Medical and Dental Benefits
2. Life Insurance
3. Disability
4. Worker's Compensation
5. Pension Plan
6. Severance Pay

All such plans are subject to the rules and regulations of the insurance carriers and may, from time to time, be subject to change by the Schools so long as there shall be no reduction in benefit levels. This change may include a change in carrier. When any such change is made, it shall be communicated to the LFA.

(B) Effective October 1, 1996, a Life Insurance Policy of \$30,000 shall be implemented for Teachers. This is comprised of the existing \$5,000 given in (A) 2 above (prior to October 1, 1996) and an additional \$25,000 effective October 1, 1996. The insurance amount will decrease to \$19,500 (65%) at age 65 and to \$15,000 (50%) at age 70 so long as the individual continues to be employed by the school. Employees who retire after October 1, 1997 directly from active employment with 10 or more years of service and enter the Roman Catholic Archdiocese of Newark Pension Plan directly upon leaving employment will remain covered by the \$3,000 group life benefit.

(C) All eligible Teachers shall select, by December 31<sup>st</sup>, to continue to be enrolled in the United Health Care health insurance program for the Archdiocesan Regional High Schools or members could choose to be enrolled in one of the other available Archdiocesan medical plan options. Teachers may opt to voluntarily relinquish their medical benefits, in which case, any savings will be applied to teachers who have chosen dependent coverage as described in Article 26 (I). Once a decision is made regarding dependent coverage, the Teacher shall not be permitted to change his/her selection until the following January except in the case of certain qualifying "life-events." New Teachers shall make their selection upon hire and shall have the option to change their choice as per the above.

(D) The Schools shall be responsible for explaining the provisions of the Archdiocesan Regional High School health plan to all new Teachers.

(E) It is recognized by the parties and by the Teachers that the selection of an insurance option shall be the complete and sole responsibility of the Teacher and not that of the Schools, the RPA, the LFA or the Archdiocese. Except as required by the terms of this Agreement or by applicable law, the Schools, the RPA, and the LFA assume no obligations financial or otherwise arising from the provisions of this Article.

(F) During the 23-24 school year the schools will pay ninety-one and four tenth percent (91.4%) and the Teacher will pay eight and sixth tenth percent (8.6%) of the premium cost of individual coverage. During the 24-25 school year the schools will pay ninety and eight tenth percent (90.8%) and the Teacher will pay nine and two tenth percent (9.2%) of the premium cost of individual coverage. During the 25-26 school year the schools will pay ninety and two tenth percent (90.2%) and the Teacher will pay nine and eight tenth percent (9.8%) of the premium cost of individual coverage. The Teacher's contribution will be deducted from the Teacher's paycheck on a bi-weekly pre-tax basis over a ten or twelve month period that coincides with the Teacher's choice of pay periods (per Appendix 5).

(G) Should a teacher voluntarily relinquish his/her medical benefits, the respective school will contribute an amount equal to the cost the school incurs for providing individual coverage for the United Health Care health insurance program for the Archdiocesan Regional High Schools (i.e. the total premium cost minus the employee's share) to a pool which will be used to defray the cost of dependent coverage for those Teachers who have chosen dependent coverage.

For the duration of this contract, the said pool shall be no less than a "minimum amount" calculated as follows: (1) for schools with 12 or fewer faculty members, the minimum amount shall be no less than the annual premium cost for single medical coverage for one employee and (2) for schools with more than 12 faculty members, the minimum amount shall increase on a pro-rated basis to the extent the number of faculty members at any time exceeds 12 during the school year (e.g., for a school with 40 faculty members as its highest staffing level during the year, the minimum amount would be the cost of a single coverage premium times 40/12).

(H) The procedure utilized, on a monthly basis, to determine the amounts, if any, to be applied toward dependent coverage shall be as per the attached procedure.

(I) Any pool amount owed to a Teacher, although calculated on a month-to-month basis, shall be paid by separate check to the Teacher by January 31 for the period from July-December, and by August 31, for the period from January to June and shall be designated as a “Reimbursement of Health Insurance Premium”.

(J) At the time of reimbursement payment, the LFA Building Representative will be provided, by each School, with a list of those receiving the reimbursement and with a month-to-month accounting of amounts to be received.

(K) Effective January 1, 2003, dental benefits shall be improved to: 1) change from the Horizon Dental PPO to the Horizon Dental Option Plan which provides reimbursement based on reasonable and customary allowances (benefit design features such as deductible and benefits percentages remain unchanged), and 2) increase the annual maximum benefit to \$3,000. As of July 1, 2008 dental benefits are provided through Delta Dental.

(L) Effective January 1, 2012, to the extent permitted by existing law and any subsequent modifications, the Schools agree to establish and implement a flexible spending account plan (“Plan”) under which United Healthcare or other contracted entity (“Administrator”) will process reimbursements and provide administrative services required by the Plan consistent with applicable statutes and regulations.

The plan will provide Teachers with the opportunity to reserve up to \$2,500 in pre-tax dollars for anticipated health care expenses, and up to \$5,000 in pre-tax dollars for anticipated dependent care expenses unless changes to the law proscribe the amounts. Teachers will be able to submit claims for a given calendar year within 90 days of the last day of that year.

**(M) TAX DEFERRED ANNUITY MATCHING CONTRIBUTIONS**

1. For all eligible Teachers, the School shall match on a dollar for dollar basis, up to the limits specified below, the periodic amount elected by the Teacher for deduction from his or her salary and invested in an Eligible Deferred Annuity Account.

2. For Current Investors only, defined as Teachers enrolled in the 403(b) Plan for the Regional High Schools of the Archdiocese of Newark (“the School Plan”) as of October 1, 2023, an Eligible Deferred Annuity Account as offered in the Plan will include the following Empower Investment, Equitable (Equi-Vest), Metropolitan Life Insurance and Vanguard.

3. Going forward, for Eligible Teachers as defined in Section 8 below, or Eligible Teachers who have not, to-date, participated in the School Plan, the Eligible Deferred Annuity Account in the Plan shall be limited to the same investment provider used by the Archdiocese of Newark Tax Deferred Annuity 403(b) Plan (“the Archdiocese Plan”), which is currently Empower Investment.

4. For LFA members to be fully educated and informed of the benefits and services of Empower, the Schools will provide education to all LFA members through in-school meetings, webinars, and requested one on one discussion.

5. Current Investors will have the option to prospectively change the Eligible Deferred Annuity Account, into which their salary deferrals and related contributions will be invested, to the Empower Investment option. In addition, Current Investors will also have the separate option to transfer their current 403(b) balances to Empower Investment. In affecting such changes, Current Investors are responsible for understanding the procedures, withdrawal fees or penalties, if any, that may be mandated by their previous investment vehicles. The choice is subject to IRS regulations and any time limits established by the 403(b) Plan for the Regional High Schools

of the Archdiocese of Newark and Current Investors are financially responsible for withdrawal fees or penalties, if any, that may be mandated by their previous investment vehicles.

6. The total matching amount shall be 3.5% of the Teacher's base salary and each periodic matching contribution shall be a prorated portion of that amount. "Periodic" for purposes of this Section means whatever the period (i.e., monthly, bi-monthly, *et. al*) in which the Teacher directed deduction is made by the School.

7. An additional  $\frac{1}{4}\%$  of the base salary shall be added to the otherwise applicable matching amount contributed by a School for teachers who have twenty (20) years of service in the Regional Schools, which matching amount shall be further increased by increments of  $\frac{1}{4}\%$  for each five years of service in excess of twenty (20) a teacher has in the Regional Schools, e.g., a teacher with 30 years' service would be entitled to a matching contribution that year up to 4.25% of his/her base salary.

8. A Teacher is eligible for such matching contribution after completion of one year and one day of service in the School.

9. A Teacher shall be immediately vested in 100% of the matching amount contributed.

10. The RPA and each School shall at any time and from time to time take any and all steps necessary to maintain at all times the tax deferred status of such matching contributions.

**(N) ADDITIONAL RETIREMENT BENEFITS**

1. All Teachers who retire during the term of this Contract hired prior to September 1, 1991 and born prior to September 1, 1953, shall be entitled to an additional retirement benefit. Said benefit shall be paid in quarterly installments over a three or five year period at the Teacher's discretion.

Additional Retirement Benefit payments will commence with the first day of the month following the month in which the Teacher retires. The amount will be calculated in accordance with the following provisions:

- a. A Teacher who has attained age 55 to 61 on or before his/her retirement date shall receive an amount equal to 60 percent of his/her total compensation for the 2008-2009 school year plus 1 percent for each additional year of service over 15.
- b. A Teacher who has attained age 62-64 on or before his/her retirement date shall receive an amount equal to 70 percent of his/her total compensation for the 2008-2009 school year plus 1 percent for each additional year of service over 15.
- c. A Teacher who has attained age 65 on or before his/her retirement date shall receive an amount equal to 80 percent of his/her total compensation for the 2008-2009 school year plus 1 percent for each additional year of service over 15.
- d. Any Teacher who has attained age 55 and 30 years of service at his/her retirement date shall receive an amount equal to 100% of his/her total compensation for the 2008-2009 school year.
- e. In no case shall any Teacher receive an amount in excess of 100% of his/her total compensation for the 2008-2009 school year.
- f. To be eligible to receive the payment provided for herein, a Teacher who is retiring on or before August 31 must announce his/her intention to retire on or before January 1<sup>st</sup> of the same year.
- g. Total compensation for purposes of this section L (1) is the annual salary received by the Teacher for the 2008-2009 school year, plus all supplemental or additional compensation received by the Teacher in the 2008-2009 school year.
- h. Eligible Teachers may, at their option, receive the additional benefit over a three or five year period. Any portion of the additional benefit that is not collected by the Teacher in his/her lifetime shall be paid to the beneficiary or beneficiaries the Teacher designates in writing. Prior to the conclusion of the school year in which the Teacher announces his or her retirement, the School shall provide the Teacher with appropriate form (see Appendix 24) for the Teacher to designate the period of the pay-out and the names and contact information of designated beneficiaries. The

identity of the beneficiaries may be modified by the Teacher at any time by subsequent written notice.

2. Teachers in the Regional High Schools who retire on or after August 31, 1999 at age 55 with at least twenty years of service with an employer covered by the Archdiocesan health insurance program are entitled to an additional retirement benefit to continue their health insurance and dental coverage selected under this Article at their own expense at the group rate until attainment of Medicare eligibility.

3. All Teachers who retire at (at least) age 62 with at least 15 years of service are entitled to an additional benefit of \$1500 per year toward the cost of health insurance coverage whether or not under a Plan described in this Agreement until attainment of Medicare eligibility.

## **ARTICLE 27 TUITION WAIVER**

Full tuition waiver to the Regional Schools covered under the Agreement shall be granted to children of Teachers employed in the specific Regional School. If the teacher's child can be enrolled at the Regional High School of the teacher's employment but chooses to attend another Regional High School, the teacher will be required to pay fifty percent of that school's tuition, unless gender prevents, whereby a full tuition waiver will be granted. This tuition waiver will be granted under the following conditions:

1. The Teacher has been employed for at least a year and continues to be employed by a Regional High School.

2. Where the school granting the tuition waiver does not employ the Teacher seeking waiver, the employing School shall complete the form in Appendix 20.

3. The children have satisfied all entrance requirements of the School.

4. The waiver shall include tuition only.

5. The waiver shall not be available to those Teachers who are on unpaid leave of absence for reasons other than parental, disability or family care pursuant to Article 24.

6. In case of death or disability of the Teacher, the student shall be permitted to continue tuition waiver until graduation.

**ARTICLE 28**  
**TUITION ASSISTANCE**

(A) Each school shall, at the beginning of each year, establish a non-cumulative fund in the amount of \$5,000 plus an additional \$300 for each Teacher employed during the year for the purpose of providing tuition assistance for continuing education on the graduate level to qualified Teachers. The Tuition Assistance program shall be administered as follows:

1. Application (prior to the commencement of the course) shall be made to the School Principal for assistance, which in no event shall exceed 50% of the cost of the course sought to be taken by the Teacher. (Appendix 27)

2. The course shall be relevant, as determined by the Principal, to Teacher's responsibilities at the school.

3. The course shall be graduate level or the CEC equivalent.

4. Reimbursement shall be made upon successful completion of the course ("C" or better or "Pass" in P/F system) and upon receipt of official transcript.

5. Each applicant shall be limited to assistance for one course and no additional assistance will be approved unless funding still remains after all applicants for assistance have been funded for one course.

6. At Teacher Orientation, the Principal shall announce the Tuition Assistance program, explain the procedures for applying, and provide the Application for Tuition Assistance (see Appendix 27).

7. On completion of a degree, or partial completion of a degree for which a school has contributed tuition assistance, if the teacher leaves as indicated in the schedule below, the teacher will be required to return the tuition assistance to the Regional High School:

- prior to the next school year 100% of the tuition assistance
- after one year 75% of the tuition assistance
- after two years 50% of the tuition assistance
- after three years 25% of the tuition assistance

**ARTICLE 29**  
**SALARY**

(A) Effective September 1, 2023 steps 46 to 51 will be eliminated from the applicable Salary Schedules. Going forward, for purposes of this Article, teachers who have completed Step 45 on the Salary Schedule will be termed “Beyond Schedule Teachers”.

(B) Effective September 1, 2023 all Teachers shall be compensated on the basis of Salary Schedule I (Appendix 1) or the Longevity Chart IA (Appendix 21A) or Longevity Chart IB (Appendix 21B) as applicable and shall receive a one-step incremental increase over their step placement in the 2022-2023 School Year. For the 2023-2024 school year, Beyond Schedule Teachers will receive a 1% base salary increase.

(C) Effective September 1, 2024 all Teachers shall be compensated on the basis of Salary Schedule I (Appendix 2) or the Longevity Chart IA (Appendix 22A) or Longevity Chart IB (Appendix 22B) as applicable and shall receive a one-step incremental increase over their step placement in the 2023-2024 School Year. For the 2024-2025 school year Beyond Schedule Teachers will receive a 1% base salary increase.

(D) Effective September 1, 2025 all Teachers shall be compensated on the basis of Salary Schedule I (Appendix 3) or the Longevity Chart IA (Appendix 23A) or Longevity Chart IB (Appendix 23B) as applicable and shall receive a one-step incremental increase over their step placement in the 2024-2025 School Year. If the one-step incremental increase yields an increase of less than \$1,000, the teacher will receive a salary adjustment to bring the amount of the incremental increase to \$1,000. For the 2025-2026 school year Beyond Schedule Teachers will receive a 1% base salary increase.

(E) With respect to the salary levels designated by the Salary Schedules and Appendices as “BA+15”, “BA+30”, “MA+15”, “MA+30”, “MA+45”, and “Doctorate”, it is agreed and understood that the credits in addition to the “BA” and “MA” must be earned after the “BA” or “MA” has been granted to be considered as applicable for credit towards the appropriate salary lane. In addition, credits used for placement on the “MA+” lanes should be graduate level courses, but

may be other courses as approved by the School Principal and/or CEC “substitute” courses as per Article 9. A Doctoral degree must be earned for placement on the “Doctorate” lane.

(F) All courses for which salary credit will be claimed must be submitted to the School Principal for approval prior to the start of the course. In addition, all salary adjustments for credits earned must be requested by the Teacher in writing not later than September 1<sup>st</sup> to be recognized for salary purposes, and all courses must be accepted by the School as appropriate to the Teacher’s teaching or professional responsibility.

(G) Teachers may select either a ten (10) month or twelve (12) month pay period at the time that they sign their contract for the coming academic year.

### **ARTICLE 30 ALTERATION OF AGREEMENT**

(A) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any Teacher or groups of Teachers with any School or groups of Schools or the RPA. In no case shall such modification be binding on the parties hereto unless such agreement, alteration, etc., is made and executed in writing between the parties hereto.

(B) The waiver of or any breach of a condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 31 RENEGOTIATION**

(A) Each party will make every reasonable effort to submit its proposals with respect to the renegotiation of this Agreement no later December 10, 2022. Neither party will be precluded at any time subsequent to this date from submitting proposals or counter proposals to the proposals which have been made.

(B) Both parties shall make every reasonable effort to be prepared to commence negotiations by January 10, 2023.

**ARTICLE 32**  
**SCOPE OF BARGAINING**

The RPA and the LFA acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the RPA and the LFA for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

**ARTICLE 33**  
**SEPARABILITY**

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

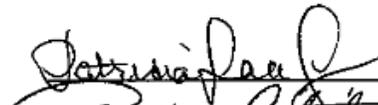
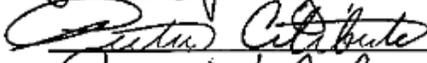
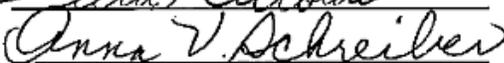
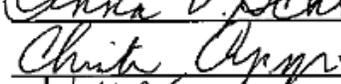
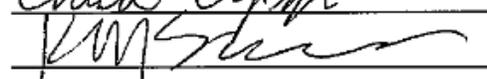
In the event that as a result of any decision or existing or future legislative enactment any provision of this Agreement is declared invalid or void or cannot be effected as intended by the parties hereto, the parties shall meet for the purpose of negotiating solely with respect to the matter covered by said provision.

**ARTICLE 34  
DURATION**

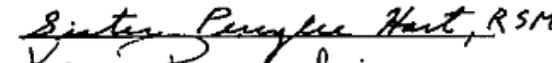
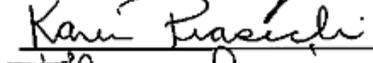
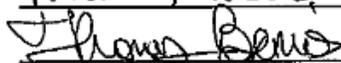
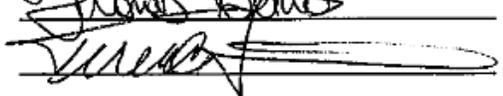
This Agreement shall remain in full force and effect from September 1, 2023 and shall continue in full force and effect for a period of three (3) years, until twelve (12) midnight, August 31, 2025 and shall renew itself for each succeeding year thereafter, unless either party gives notice of its desire to terminate or modify the Agreement at least sixty (60) days prior to the expiration date of this Agreement or any subsequent annual renewal period.

IN WITNESS WHEREOF, the parties have executed the Agreement this 6<sup>th</sup> day of November, 2023

FOR THE:  
LAY FACULTY ASSOCIATION  
LOCAL 305, LABORERS'  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

FOR THE:  
REGIONAL PRINCIPALS ASSOCIATION  
OF THE REGIONAL SECONDARY  
SCHOOLS OF THE ARCHDIOCESE  
OF NEWARK

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**APPENDIX 1**  
**SALARY SCHEDULE 1**  
**(2023-2024 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
1	43,215	43,965	44,715	46,715	47,465	48,215	48,965	50,965
2	44,044	44,794	45,544	47,544	48,294	49,044	49,794	51,794
3	44,348	45,098	45,848	47,848	48,598	49,348	50,098	52,098
4	44,660	45,410	46,160	48,160	48,910	49,660	50,410	52,410
5	45,236	45,986	46,736	48,736	49,486	50,236	50,986	52,986
6	45,796	46,546	47,296	49,296	50,046	50,796	51,546	53,546
7	46,234	46,984	47,734	49,734	50,484	51,234	51,984	53,984
8	47,246	47,996	48,746	50,746	51,496	52,246	52,996	54,996
9	48,156	48,906	49,656	51,656	52,406	53,156	53,906	55,906
10	48,956	49,706	50,456	52,456	53,206	53,956	54,706	56,706
11	50,245	50,995	51,745	53,745	54,495	55,245	55,995	57,995
12	51,598	52,348	53,098	55,098	55,848	56,598	57,348	59,348
13	52,886	53,636	54,386	56,386	57,136	57,886	58,636	60,636
14	53,530	54,280	55,030	57,030	57,780	58,530	59,280	61,280
15	54,174	54,924	55,674	57,674	58,424	59,174	59,924	61,924
16	54,819	55,569	56,319	58,319	59,069	59,819	60,569	62,569
17	55,462	56,212	56,962	58,962	59,712	60,462	61,212	63,212
18	56,107	56,857	57,607	59,607	60,357	61,107	61,857	63,857
19	56,751	57,501	58,251	60,251	61,001	61,751	62,501	64,501
20	57,589	58,339	59,089	61,089	61,839	62,589	63,339	65,339

Reference: Page 56

**APPENDIX 2**  
**SALARY SCHEDULE 1**  
**(2024-2025 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
1	43,764	44,514	45,264	47,264	48,014	48,764	49,514	51,514
2	44,603	45,353	46,103	48,103	48,853	49,603	50,353	52,353
3	44,911	45,661	46,411	48,411	49,161	49,911	50,661	52,661
4	45,227	45,977	46,727	48,727	49,477	50,227	50,977	52,977
5	45,810	46,560	47,310	49,310	50,060	50,810	51,560	53,560
6	46,378	47,128	47,878	49,878	50,628	51,378	52,128	54,128
7	46,821	47,571	48,321	50,321	51,071	51,821	52,571	54,571
8	47,846	48,596	49,346	51,346	52,096	52,846	53,596	55,596
9	48,767	49,517	50,267	52,267	53,017	53,767	54,517	56,517
10	49,578	50,328	51,078	53,078	53,828	54,578	55,328	57,328
11	50,883	51,633	52,383	54,383	55,133	55,883	56,633	58,633
12	52,253	53,003	53,753	55,753	56,503	57,253	58,003	60,003
13	53,557	54,307	55,057	57,057	57,807	58,557	59,307	61,307
14	54,210	54,960	55,710	57,710	58,460	59,210	59,960	61,960
15	54,862	55,612	56,362	58,362	59,112	59,862	60,612	62,612
16	55,515	56,265	57,015	59,015	59,765	60,515	61,265	63,265
17	56,167	56,917	57,667	59,667	60,417	61,167	61,917	63,917
18	56,819	57,569	58,319	60,319	61,069	61,819	62,569	64,569
19	57,472	58,222	58,972	60,972	61,722	62,472	63,222	65,222
20	58,320	59,070	59,820	61,820	62,570	63,320	64,070	66,070

Reference: Page 56

**APPENDIX 3**  
**SALARY SCHEDULE 1**  
**(2025-2026 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
1	44,048	44,798	45,548	47,548	48,298	49,048	49,798	51,798
2	44,766	45,516	46,266	48,266	49,016	49,766	50,516	52,516
3	45,496	46,246	46,996	48,996	49,746	50,496	51,246	53,246
4	46,238	46,988	47,738	49,738	50,488	51,238	51,988	53,988
5	46,991	47,741	48,491	50,491	51,241	51,991	52,741	54,741
6	47,757	48,507	49,257	51,257	52,007	52,757	53,507	55,507
7	48,536	49,286	50,036	52,036	52,786	53,536	54,286	56,286
8	49,327	50,077	50,827	52,827	53,577	54,327	55,077	57,077
9	50,131	50,881	51,631	53,631	54,381	55,131	55,881	57,881
10	50,948	51,698	52,448	54,448	55,198	55,948	56,698	58,698
11	51,779	52,529	53,279	55,279	56,029	56,779	57,529	59,529
12	52,623	53,373	54,123	56,123	56,873	57,623	58,373	60,373
13	53,480	54,230	54,980	56,980	57,730	58,480	59,230	61,230
14	54,352	55,102	55,852	57,852	58,602	59,352	60,102	62,102
15	55,238	55,988	56,738	58,738	59,488	60,238	60,988	62,988
16	56,138	56,888	57,638	59,638	60,388	61,138	61,888	63,888
17	57,053	57,803	58,553	60,553	61,303	62,053	62,803	64,803
18	57,983	58,733	59,483	61,483	62,233	62,983	63,733	65,733
19	58,928	59,678	60,428	62,428	63,178	63,928	64,678	66,678
20	59,889	60,639	61,389	63,389	64,139	64,889	65,639	67,639

Reference: Page 56

**APPENDIX 4**  
**ARCHDIOCESAN REGIONAL HIGH SCHOOLS**

Hudson Catholic

Immaculate Heart Academy

Mother Seton

Paramus Catholic

Roselle Catholic

Saint Joseph

Union Catholic

Reference: Page 1

**FULL TIME TEACHING NORM PER CYCLE**

	Cycle	Minutes per Cycle
Hudson Catholic	7 days	1470
Immaculate Heart Academy	6 days	1125
Mother Seton	5 days	1050
Paramus Catholic	6 days	1200
Roselle Catholic	5 days	1275
Saint Joseph's	7 days	1400
Union Catholic	5 days	1000

Reference: Pages 3-4, 13-15

**APPENDIX 5  
TEACHER CONTRACT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, BETWEEN \_\_\_\_\_, hereinafter referred to as  
School; and \_\_\_\_\_, hereinafter referred to  
as Teacher.

WITNESSETH:

1. The School hereby enters into a contract with the Teacher for the school year  
\_\_\_\_\_. The term hereof shall begin September 1, \_\_\_\_\_ and terminate on June 30,  
\_\_\_\_\_.

2. The School hereby agrees to pay the Teacher a salary of \$\_\_\_\_\_ over a ten (10)  
\_\_\_\_\_ or twelve (12) \_\_\_\_\_ month period commencing September 1, \_\_\_\_\_, to be paid in accordance with  
the salary scale for the year \_\_\_\_\_-20\_\_\_\_\_ agreed to by the Regional Principals Association of the  
Regional Secondary Schools of the Archdiocese of Newark and the Lay Faculty Association. It is agreed that  
the Teacher is in the \_\_\_\_\_ year of credited service and has attained a \_\_\_\_\_ degree and \_\_\_\_\_ acceptable  
credits beyond this degree.

3. The Teacher agrees to teach in the service of the School and for the term hereof and further  
agrees to support and abide by the rules and regulations of the School and the Archdiocesan School Board as  
adopted or amended. Upon accepting as annual contract, the teacher agrees to provide twenty (20) calendar  
days notice if he/she resigns prior to the school year. Failure to give such notice will result in the teacher being  
liable for one calendar day's pay for each day such notice is not given. The teacher also agrees to provide  
twenty (20) school days notice if he/she resigns during the school year. Failure to give such notice will result in  
the teacher being liable for one school day's pay for each day such notice is not given.

4. This contract is subject to the Agreement for the Employment of Lay Teachers in the  
Regional Secondary Schools for the Archdiocese of Newark, as negotiated and agreed to by the Regional  
Principals Association and the Lay Faculty Association.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first  
above written.

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

Principal: \_\_\_\_\_

Tenure: Teacher has tenure, \_\_\_\_\_ Teacher does not have tenure \_\_\_\_\_.

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

Principal: \_\_\_\_\_

Reference: Page 20 and 32

**APPENDIX 5A**

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

*Letter of Intent*

Since the terms of an Agreement between the LFA and RPA have not been agreed upon for the 20\_\_- 20\_\_ school year, this document will serve as notification of the School’s intent to renew your annual contract of employment for the 20\_\_- 20\_\_ school year. (The annual contract of employment shall be executed as soon as agreement is reached).

If agreement has not been reached at the time of the opening of the 20\_\_- 20\_\_ school year your compensation, until agreement is reached, shall be the same as it was during the 2019-20 school year. (Appendix 3, 23A or 23B of 20\_\_- 20\_\_ Collective Bargaining Agreement).

Pursuant to agreement with the LFA, this Letter of Intent shall serve to satisfy the requirement of Article 13 of the Agreement – **Renewal of Annual Contract of Employment.**

Since Article 13 also provides for notification by June 1<sup>st</sup> of the teacher’s intention with respect to returning for the next school year, please indicate your intention to return by executing this document where indicated and returning it to the President/Principal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ I intend to return for the 20\_\_-20\_\_ school year.

\_\_\_\_\_ I do not intend to return for the 20\_\_-20\_\_ school year.

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

\_\_\_\_\_  
Signature of President/Principal

Reference: Page 32

**APPENDIX 6**  
**REGIONAL HIGH SCHOOL PROFESSIONAL EVALUATION**  
**Essential Qualities of Highly Professional Catholic School Educator**

M=meets standards      NI=needs improvement

- M NI 1. Supports and witnesses to the Catholic philosophy of the school**
- a. Begins class with a prayer*
  - b. Attends all in-school liturgies and prayer services with classes*
  - c. Encourages students in their support of campus ministry initiatives*
  - d. In professional behavior and language, acts as role model of Christian morality*
- M NI 2. Effectively contributes to the academic growth of the school**
- a. Is well prepared and well organized*
  - b. Is dynamic, enthusiastic and committed to constantly updating lessons*
  - c. Provides an effective level of differentiated instruction*
- M NI 3. Supports all aspects of school's program for classified students**
- a. Reads annual summaries of student disabilities and accommodations*
  - b. Provides all accommodations to students whose IEP/ISP identifies them*
  - c. Cooperates with special education personnel who bring services to students*
- M NI 4. Supports school policies, programs and administrative procedures**
- a. Enforces all rules and regulations as delineated in student/faculty handbooks*
  - b. Posts grades to computer system in timely fashion (i.e., within one week of assignment, or whatever timeline is dictated by school policy)*
  - c. Finalizes grades and provides required documents within the timeframe requested*
- M NI 5. Maintains a good record in attendance and promptness in all areas of responsibility**
- a. Responds to all parental contact within 24 hours*
  - b. Posts all grades within prescribed time limits*
  - c. Completes all administrative tasks according to schedule*
  - d. On time for all classes, duty periods and extra-curricular responsibilities*
- M NI 6. Actively utilizes the school's technology to integrate technology as an aid to learning**
- a. Supports through classroom practices the technology plan developed by the school.*
  - b. Utilizes fully the one-to-one technology approved by the school*
  - c. Actively seeks to integrate technology in daily instructional practices*
- M NI 7. Demonstrates a high level of daily classroom management, and enforces all school policies and regulations**
- a. Provides structured, controlled environment for student learning*
  - b. Effectively manages classroom activities and methodologies so as to address every learning style*
  - c. Commands respect and directs a classroom that is nurturing but also a place where rules and expectations are firmly, consistently applied*
- M NI 8. Demonstrates good judgment in dealing with students, parents, peers and administrators**
- M NI 9. Demonstrates a willingness to support students in their overall education by attending school events and sharing in extra-curricular responsibilities**
- M NI 10. Summary of Classroom observations**

**II. Other Qualities of Highly Effective Professional Educators**

**M NI** 1. Dresses appropriately and is well groomed.

**M NI** 2. Demonstrates an openness to suggestions and direction by administrators and/or peers.

**M NI** 3. Makes a positive contribution to the overall morale of the faculty and staff

**M NI** 4. Actively pursues opportunities for professional development beyond in-service programs provided by school.

**M NI** 5. Demonstrates the characteristic qualities of an academic professional: 1) keeping up on current educational practices, 2) offering positive suggestions for school growth (i.e., suggestions for new electives, curriculum/program improvements) 3) maintaining a physical classroom space that is attractive, well-decorated, welcoming and organized.

Areas of Commendable Performance

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If NI is marked for any item the Evaluator must complete this section. Other Comments

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If an item is not applicable, please note \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum ( ) Yes ( ) No

---

After having reviewed and/or discussed this report, I agree ( ) I disagree ( ) with it.

Comments:

---

---

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Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum ( ) Yes ( ) No

**Reference: Pages 21-24**

## APPENDIX 7

### HIERARCHICAL RECOURSE PROCEDURE

#### (Canons 1732-1739)

I. In the event that a disagreement concerning termination or non-renewal of a tenured employee pursuant to Article 10 (F) 2(a) and/or 2(b) cannot be resolved between the School and the individual terminated, at the initial step of the grievance process outline at Article 17A(3) and (4), the aggrieved party may begin the process of making Hierarchical Recourse.

II. The following persons have canonical standing to make recourse to the hierarchical superior(s):

- A. The employee whose tenured employment has been terminated;
- B. The person expressly appointed by the same employee as his/her procurator/advocate for the canonical process, which may be an LFA representative.

III. Upon receipt of the letter of termination from the place of employment, the aggrieved employee has the following options:

- A. make recourse to the Episcopal Vicar of Education<sup>1</sup> (c. 1737); or
- B. make recourse to the Archbishop of Newark (c. 1737).

IV. Presenting the recourse

- A. The aggrieved employee may make his/her intention make recourse known:
  - 1. directly to the Episcopal Vicar of Education
  - 2. directly to the Archbishop of Newark, or
  - 3. to the author of the termination letter.
- B. If the intention for hierarchical recourse is presented to the author of the termination letter, the author must transmit the relevant documents immediately to the hierarchical superior designated by the aggrieved employee (Episcopal Vicar of Education or the Archbishop of Newark; c. 1737 §1).

V. Hierarchical Recourse to the Episcopal Vicar of Education.

- A. Hierarchical Recourse must be presented within fifteen (15) school days from either
  - 1. the legitimate notification of the denial of the grievance presented; or
  - 2. the legitimate notification from the same author rejecting the petition to reconsider (c. 1737 §2; cf. c. 1735); or
  - 3. after thirty (30) calendar days have passed without a response from the original author upon receipt of the request to reconsider (c. 1737 §2; cf. c. 1735).
- B. Within ten (10) school days of receiving the petition for the hierarchical recourse, the Episcopal Vicar of Education or his designee shall convene a Review Board consisting of three (3) theologians and/or canonists chosen by the Episcopal Vicar for Education or his designee, one (1) member chosen by the RPA and one (1) member chosen by the LFA.

- C. The parties to the process shall present evidence and witnesses and have the opportunity to question witnesses and be heard by the Board within ten (10) school days of referral of the matter. Within ten (10) school days of the hearing, the Board shall submit a recommendation to the Episcopal Vicar of Education, including resolutions of fact and credibility.
- D. Within ten (10) school days of the receipt of the recommendation, the Episcopal Vicar of Education shall render a decision by a decree. The decision shall include a response to the specific claims of the teacher that the termination is invalid.
- E. Should the employee in question not be satisfied with the decision of the Episcopal Vicar of Education, then he/she may request the Episcopal Vicar of Education to reconsider within ten (10) school days of the notification of the decree (c. 1734 §3).
- F. The Episcopal Vicar of Education must respond to this petition within thirty (30) calendar days, either by amending the original decree or by rejecting the petition to reconsider (c. 1735).
- G. Should the employee in question not be satisfied with the decision of the Episcopal Vicar of Education, then he/she may make recourse to the Archbishop of Newark.

VI. Hierarchical Recourse to the Archbishop of Newark after the decision of the Episcopal Vicar of Education.

- A. The Archbishop of Newark shall not convene the Review Board again.
- B. All the findings of the previous stages will be transmitted to the Archbishop of Newark for review.
- C. Within ten (10) school days of the transmission of the findings to the Archbishop of Newark, the parties to the process shall submit any additional statement to the Archbishop of Newark or his designee. After the lapse of ten (10) school days, no additional evidence will be presented or considered.
- D. Within ten (10) school days of the additional statements of the parties, the Archbishop of Newark shall render a decision by a decree.

VII. Hierarchical Recourse to the Archbishop of Newark directly upon the receipt of the termination letter.

- A. The same procedure in section V will be followed.
- B. The Archbishop of Newark or his designee will convene the Review Board and receive its recommendation.
- C. Within ten (10) school days of the receipt of the recommendation, the Archbishop of Newark shall render a decision by a decree.

VIII. Hierarchical Recourse to the Holy See

- A. Should the employee in question not be satisfied with the decision of the Archbishop of Newark and want to make recourse to the Holy See, then he/she must request the Archbishop of Newark to reconsider within ten (10) school days of the notification of the decree (c. 1734).

B. The Archbishop of Newark must respond to this petition within thirty (30) calendar days, either by amending the original decree or by rejecting the petition to reconsider (c. 1735).

C. Should the employee in question not be satisfied with the decision of the Archbishop of Newark, then he/she may make recourse to the Holy See.

1. within fifteen (15) school days from the legitimate notification from the same author rejecting the petition to reconsider (c. 1737 §2); or
2. after thirty (30) calendar days have passed without a response from the Archbishop of Newark upon receipt of the request to reconsider (c. 1737 §2).

IX. Recipient of the Hierarchical Recourse in the Holy See

A. The aggrieved employee will submit his intention to make recourse to the Holy See in writing to the Archbishop of Newark.

B. The Archbishop of Newark will forward the Hierarchical Recourse to the appropriate Dicastery in the Holy See depending on the nature of the case.

C. Dicastery for Culture and Education, the Dicastery for the Doctrine of the Faith, or the Administrative Tribunal of the Apostolic Signatura (the Holy See will decide the appropriate Dicastery to consider the recourse).

D. The decision at this level shall be final and binding upon all concerned.

X. The members of the bargaining unit and the LFA agree that a review of a termination decision based upon Article 10(F) 2 (a) and/or 2(b), including whether a teacher's conduct amounts to teaching contrary to the dogmas and doctrines of the Church or violates accepted standards of Catholic morality so as to cause a public scandal, shall not be subject to arbitration under Article 17B.

Reference: Page 30

**APPENDIX 8**  
**MEETING REQUEST FORM**

NAME OF SCHOOL: \_\_\_\_\_

NAME OF INDIVIDUAL MAKING REQUEST: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

DATE OF MEETING: \_\_\_\_\_

EXPECTED NUMBER OF INDIVIDUALS USING FACILITY: \_\_\_\_\_

PURPOSE OF MEETING:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

FOR COMPLETION BY SCHOOL  
PRINCIPAL OR DESIGNEE

DATE REQUEST RECEIVED: \_\_\_\_\_

DATE APPROVAL GIVEN OR REJECTION MADE: \_\_\_\_\_

COMMENTS, IF ANY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF SCHOOL PRINCIPAL  
OR DESIGNEE

Reference: Page 6

**APPENDIX 9**

**REQUEST FOR EXCUSE FROM MANDATORY MEETING**

NAME OF TEACHER REQUESTING EXCUSE: \_\_\_\_\_

NAME OF SCHOOL: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

DATE AND PURPOSE OF REQUIRED MEETING: \_\_\_\_\_

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

REASON FOR REQUEST: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Teacher Requesting Excuse

\*\*\*\*\*

FOR COMPLETION BY SCHOOL PRINCIPAL OR DESIGNEE

DATE REQUEST RECEIVED: \_\_\_\_\_

DATE REQUEST GRANTED OR DENIED: \_\_\_\_\_ (Circle One)

COMMENTS, IF ANY: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal or Designee

Reference: Page 13

**APPENDIX 10**

**MEMBERSHIP DUES/SERVICE FEE DEDUCTION AUTHORIZATION**

All bargaining unit members are encouraged to join the Lay Faculty Association (LFA) and render their support through annual dues. For individuals who have an objection to joining the Union, the school supports the payment of a negotiation fee in lieu of dues for services rendered.

A bargaining unit member wishing to authorize payment by payroll deduction must complete this form and return it to the LFA representative by September 20<sup>th</sup> of the current school year.

\*\*\*\*\*

I, the undersigned, hereby authorize and direct the School as my Employer to deduct from my paycheck the amount of dues or negotiation fees specified by the Lay Faculty Association, Local 305, Laborers’ International Union of America, AFL-CIO (“Union”) and to remit such amount to the designated representative of the Union at the periodic intervals specified in Article 3 of the collective bargaining agreement between the Union and the RPA (“Agreement”).

This authorization is made subject to the provisions of Article 3. It is irrevocable for a period of one year or the remaining term of the Agreement, whichever is shorter, and shall be renewed automatically each School year thereafter until and unless I revoke it in writing at least 30 days before the end (August 31) of the preceding School year.

I wish to join the Lay Faculty Association, and therefore authorize the deduction of union dues (which includes all negotiation fees). (            ) (initial)

I have an objection to joining the Union; however, I authorize the deduction of an annual negotiation fee. (            ) (initial)

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of Authorization)

\_\_\_\_\_  
(Employing School)

Reference: pages 9-10

**APPENDIX 11**

**REQUEST FOR DISCONTINUATION OF LFA DEDUCTION(S)**

TO BE EFFECTIVE THIS FORM MUST BE SIGNED AND SUBMITTED TO YOUR LFA BUILDING REPRESENTATIVE  
NO LESS THAN THIRTY (30) DAYS PRIOR TO AUGUST 31ST OF THE CURRENT SCHOOL YEAR

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

I, the undersigned, hereby direct that you cease deducting the following LFA Deduction(s) from my  
paycheck effective September 1, 20\_\_.

\_\_\_\_ LFA Membership Dues

\_\_\_\_ LFA Agency Fees

\_\_\_\_ LFA Service Fees

DATE OF REQUEST: \_\_\_\_\_

NAME OF TEACHER: \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher Requesting Discontinuation of Deduction(s)

\*\*\*\*\*

Receipt of this direction is acknowledged this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Name of LFA Representative \_\_\_\_\_

Signature of LFA Representative \_\_\_\_\_

\*\*\*\*\*

Receipt of this direction is acknowledged this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name of School Accountant or other authorized representative

\_\_\_\_\_  
Signature of School Accountant or other authorized representative

Reference: Page 9-10

**APPENDIX 12  
ASSIGNMENT OF WORK FORM**

I, \_\_\_\_\_ (Teacher Name)

**I. EXTRA CLASS**

According to the Provisions of Article 6 I, \_\_\_\_\_ (name)

agree (do not agree) to undertake the following assignment: \_\_\_\_\_

Compensation calculations (Article 6E): \_\_\_\_\_

This assignment is in reference to the provisions of Article 6, Paragraph F, of the Agreement and I am fully cognizant that this assignment is beyond the terms of Article 6, Paragraph D

Assigned with consent \_\_\_\_\_ Assigned without consent \_\_\_\_\_.

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

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

**II. EXTRA PREPARATION**

According to the provision of Article 6, Paragraph (H)

I consent \_\_\_\_\_ I do not consent \_\_\_\_\_ to the assignment of more than three (3) preparations.

Assigned with consent \_\_\_\_\_ Assigned without consent \_\_\_\_\_

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

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

**III. PREPARATION PERIOD**

According to the provision of Article 6, Paragraph (G), I consent \_\_\_\_\_ I do not consent \_\_\_\_\_ to the assignment of a schedule which does not provide one designated planning period per day, but rather the equivalent per cycle.

Assigned with consent \_\_\_\_\_ Assigned without consent \_\_\_\_\_

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

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

cc: LFA Building Representative - Reference: Pages 19

Received: \_\_\_\_\_  
(Date) LFA Building Representative

Reference: Page 12

**APPENDIX 13**

**PLACEMENT OF NEW TEACHERS**

This form is to be completed by all new Teachers. In all cases, a copy of the Teacher’s letter of appointment is attached and the form signed at the bottom by both Principal and Teacher.

- 1. I have had the opportunity to review the Teachers’ collective bargaining agreement (Agreement) and particularly the Salary Schedule (Appendix “ ”) and Article 7 of the agreement prior to signing my contract.
- 2. I have received my own copy of the Agreement.
- 3. I have received a copy of Appendix 10. I understand that the schools encourage all bargaining unit members to join the Lay Faculty Association and render their support through annual dues. For individuals who have an objection to joining the Union, the school supports the payment of a negotiation fee in lieu of dues for services rendered.
- 4. I have been hired at Step\_\_\_\_\_ of the \_\_\_\_\_ Lane will receive an annual salary of \$\_\_\_\_\_for the \_\_\_\_\_School Year/Semester\_\_\_\_\_.
- 5. I have \_\_\_\_\_ years of teaching experience. I have been advised and understand that the salary step on which I would have been placed had I received one year of credit for each year of teaching experience is Step \_\_\_\_\_ of the \_\_\_\_\_ lane.
- 6. I have \_\_\_\_\_ years of relevant business or work experience. I have been advised and understand that the salary step on which I would have been placed had I received one year of credit for each year of relevant business or work experience is Step \_\_\_\_\_ of the \_\_\_\_\_ lane.

The teacher has been hired "beyond full credit" for the following reason(s):

Name of Teacher: \_\_\_\_\_

Teacher’s Signature: \_\_\_\_\_

Principal’s Signature:\_\_\_\_\_

Dated \_\_\_\_\_

cc: LFA Building Representative

Received: \_\_\_\_\_  
(Date) LFA Building Representative

Reference: Pages 20-21

## **APPENDIX 14**

### **TYPE OF ACTIVITIES**

The following list of activities that will fulfill the 10 hours of unpaid service to the student activities program of the School requirement. This list is not intended to be all-inclusive.

- Academic award ceremonies
- Admission programs outside of the contractually required events
- Athletic competitions and award ceremonies
- Campus Ministry events
- Concerts
- Development/Fundraising events
- Performing/Visual Arts events
- Moderating a club
- School sponsored club events
- School sponsored Mass
- School spirit activities
- Serving as chaperone at school sponsored events/activities
- Serving on a committee
- Subject area honor society events/ceremonies
- Supervising/assisting with school sponsored activities

Reference: Page 14

**APPENDIX 15**

**NON-RENEWAL OF CONTRACT WARNING NOTICE**

TEACHER: \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL: \_\_\_\_\_

In accordance with Article 11 of the collective bargaining agreement you are hereby notified that your contract for employment may not be renewed for the \_\_\_\_\_ school year for the following reason(s):

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

In accordance with Article 11 you have a right to a conference with me to discuss the reason(s) for the non-renewal. You also have the right to request the presence of the LFA Building Representative or any other LFA representative who is a member of the bargaining unit at this conference.

Signature of School Principal \_\_\_\_\_

I \_\_\_ do \_\_\_ do not request a conference to discuss the reason(s) for non renewal.

\_\_\_\_\_  
Teacher

To: LFA Building Representative

A conference has been scheduled for \_\_\_\_\_  
(Date, time, place)

Notice of non-renewal and conference date received: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
LFA Building Representative

Reference: Pages 30-31

**APPENDIX 16**

**CONSTRUCTION INTERVIEW FORM**

NAME OF SCHOOL \_\_\_\_\_

NAME OF LFA BUILDING REP: \_\_\_\_\_

DATE: \_\_\_\_\_

The following constricted teachers have been sent an application for an interview:

Name of Teacher	Name of School
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature of LFA Building Representative

Reference: Page 36

**APPENDIX 17A (1)**  
**GRIEVANCE PROCEDURE**  
**STEP ONE**

Name(s) or identity of party(ies) submitting grievance \_\_\_\_\_

\_\_\_\_\_

Nature of dispute \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific contract provisions involved \_\_\_\_\_

\_\_\_\_\_

Specific remedy sought \_\_\_\_\_

\_\_\_\_\_

Grievance submitted to \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Signature of individual grievant(s) or representative of submitting entity.

Recipient hereby acknowledges receipt of the forgoing grievance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
School Principal, RPA or LFA Representative, as appropriate

Reference: Pages 37-39

**APPENDIX 17A(2)**  
**GRIEVANCE PROCEDURE**  
**STEP TWO (STEP ONE IN CONSTRICTION CASE)**

Name(s) or identity of party(ies) submitting grievance \_\_\_\_\_

\_\_\_\_\_

Decision you are grieving \_\_\_\_\_

\_\_\_\_\_

Date of decision \_\_\_\_\_; identity of decision maker \_\_\_\_\_

Grievance submitted to Office of the Superintendent on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of individual grievant(s) or representative of submitting entity)*

Grievance received on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of Office of Superintendent representative)*

Copy of grievance sent to LFA President on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Copy received the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
*(Signature of LFA President)*

Copy of grievance sent to RPA on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Copy received the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
*(Signature of RPA Representative)*

Reference: Pages 37-39

**APPENDIX 17A(3)  
GRIEVANCE PROCEDURE  
STEP THREE**

Name(s) or identity of party(ies) submitting grievance \_\_\_\_\_

Nature of grievance and reasons for appeal from decision of Office of Superintendent:  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

Date of Superintendent's decision \_\_\_\_\_

Grievance submitted Arbitration on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Signature of representative of submitting entity).

Grievance received on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature of arbitrator)

Copy of grievance sent to LFA President on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Copy received the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of LFA President)

Copy of grievance sent to RPA and Principal on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Copy received the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. \_\_\_\_\_  
(Signature of Principal)

Copy of grievance sent to Office of the Superintendent on the \_\_\_\_ day of \_\_\_\_, 20\_.

Copy received the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Representative Superintendent's Office)

Reference: Pages 37-40

## **APPENDIX 17B**

### **PROCEDURE FOR PERMANENT NEUTRALS**

Pursuant to Article 17B, the parties hereto have appointed for the term of this Agreement Joseph Harris and Louis P. Verrone as the permanent neutral arbitrators who will alternately serve as the neutral member of the tri-partite panel to be established on an as needed basis under Article 17B. The parties have agreed to rotate between Mr. Joseph Harris and Mr. Louis P. Verrone, unless a scheduling conflict otherwise interferes with such rotation.

Mr. Harris and Mr. Louis P. Verrone have accepted to so serve pursuant to terms and conditions of compensation and notice of cancellation agreed to with the parties jointly.

Arbitration under Article 17B shall be commenced by the party seeking arbitration by delivering a demand for arbitration to the other party by first class mail, facsimile or in person within the time prescribed by that Article. A copy of the demand and a request to serve as a neutral member of a tri-partite panel shall be sent first class mail jointly by the parties to the arbitrator next in rotation within five (5) business days after receipt by the responding party of the demand for arbitration. Correspondence to the arbitrators shall be sent to their respective addresses below:

Louis P. Verrone  
PO Box 837  
Point Pleasant, NJ 08742

Joseph Harris  
101 Eisenhower Parkway, Suite 412  
Roseland, NJ 07068

Conduct of the arbitration shall in all other respects be governed by the rules of the American Arbitration Association.

Reference: Page 39

APPENDIX 18

REQUEST FOR PERSONAL AND PROFESSIONAL LEAVE

Name of Teacher requesting leave \_\_\_\_\_

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

Date of Request \_\_\_\_\_

Date or Date(s) of Leave \_\_\_\_\_

Leave is Personal \_\_\_\_\_ Professional \_\_\_\_\_

If request is for Professional Leave state reasons and describe program or activities contemplated

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

\_\_\_\_\_  
Signature of Teacher requesting leave

\*\*\*\*\*

For completion by School Principal or Designee:

Date Request Received \_\_\_\_\_ Date Request Returned \_\_\_\_\_

Date of Principal's request for reasons for Personal Leave pursuant to Art. 20(B) \_\_\_\_\_

Response to Principal's request under Art. 20(B) \_\_\_\_\_

Leave granted \_\_\_\_\_ Leave denied \_\_\_\_\_  
(Period of leave) (If Personal Leave, state reason(s) below)

Comments (including reason(s) for denial, if Personal Leave) \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Principal or Designee)

Reference: Page 43

## APPENDIX 19

### ELIGIBLE DEFERRED ANNUITY ACCOUNTS

Empower Investment

Equitable (Equi-Vest)

Metropolitan Life Insurance

Vanguard

Reference: Page 51

**APPENDIX 20**

**TUITION WAIVER FORM**

(Letterhead of Teacher's School of Employment)

\_\_\_\_\_ is currently employed as a professional staff member and is entitled to the Tuition Waiver as defined in Article 27 of the Guidelines for the Employment of Lay Teachers as long as such employment continues during the School Year indicated below.

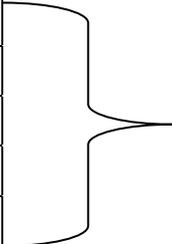
School Year: \_\_\_\_\_

Principal: \_\_\_\_\_

Date: \_\_\_\_\_

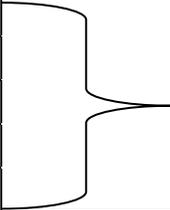
Reference: Page 54

**APPENDIX 21A  
LONGEVITY CHART IA  
(2023-2024 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-A-21	58,361	59,111	59,861	61,861	62,611	63,361	64,111	66,111
Long-A-22	59,005	59,755	60,505	62,505	63,255	64,005	64,755	66,755
Long-A-23	60,036	60,786	61,536	63,536	64,286	65,036	65,786	67,786
Long-A-24	61,067	61,817	62,567	64,567	65,317	66,067	66,817	68,817
Long-A-25	62,098	62,848	63,598	65,598	66,348	67,098	67,848	69,848
Long-A-26	63,128	63,878	64,628	66,628	67,378	68,128	68,878	70,878
Long-A-27	64,417	65,167	65,917	67,917	68,667	69,417	70,167	72,167
Long-A-28	65,962	66,712	67,462	69,462	70,212	70,962	71,712	73,712
Long-A-29	67,637	68,387	69,137	71,137	71,887	72,637	73,387	75,387
Long-A-30	69,505	70,255	71,005	73,005	73,755	74,505	75,255	77,255
Long-A-31	71,631	72,381	73,131	75,131	75,881	76,631	77,381	79,381
Long-A-32	73,822	74,572	75,322	77,322	78,072	78,822	79,572	81,572
Long-A-33	74,740	75,490	76,240	78,240	78,990	79,740	80,490	82,490
Long-A-34	76,214	76,964	77,714	79,714	80,464	81,214	81,964	83,964
Long-A-35	77,944	78,694	79,444	81,444	82,194	82,944	83,694	85,694
Long-A-36	79,527	80,277	81,027	83,027	83,777	84,527	85,277	87,277
Long-A-37	80,749	81,499	82,249	84,249	84,999	85,749	86,499	88,499
Long-A-38	82,552	83,302	84,052	86,052	86,802	87,552	88,302	90,302
Long-A-39	83,715	84,465	85,215	87,215	87,965	88,715	89,465	91,465
Long-A-40	84,835	85,585	86,335	88,335	89,085	89,835	90,585	92,585
Long-A-41	87,241	87,991	88,741	90,741	91,491	92,241	92,991	94,991
Long-A-42	90,362	91,112	91,862	93,862	94,612	95,362	96,112	98,112
Long-A-43	92,782	93,532	94,282	96,282	97,032	97,782	98,532	100,532
Long-A-44	95,267	96,017	96,767	98,767	99,517	100,267	101,017	103,017
Long-A-45	97,751	98,501	99,251	101,251	102,001	102,751	103,501	105,501
Long-A-46	 <p style="text-align: center;">Greater than Step 45 member will receive 1% added to Base Salary</p>							
Long-A-47								
Long-A-48								
Long-A-49								
Long-A-50+								

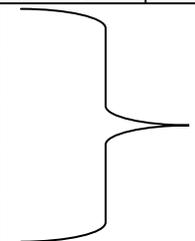
Reference: Pages 56

**APPENDIX 21 B**  
**LONGEVITY CHART IB FOR 20 YEARS OF SERVICE**  
**IN THE REGIONAL HIGH SCHOOLS**  
**(2023-2024 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-B-21	\$59,305	\$60,055	\$60,805	\$62,805	\$63,555	\$64,305	\$65,055	\$67,055
Long-B-22	\$59,987	\$60,737	\$61,487	\$63,487	\$64,237	\$64,987	\$65,737	\$67,737
Long-B-23	\$61,304	\$62,054	\$62,804	\$64,804	\$65,554	\$66,304	\$67,054	\$69,054
Long-B-24	\$62,240	\$62,990	\$63,740	\$65,740	\$66,490	\$67,240	\$67,990	\$69,990
Long-B-25	\$63,206	\$63,956	\$64,706	\$66,706	\$67,456	\$68,206	\$68,956	\$70,956
Long-B-26	\$64,149	\$64,899	\$65,649	\$67,649	\$68,399	\$69,149	\$69,899	\$71,899
Long-B-27	\$65,371	\$66,121	\$66,871	\$68,871	\$69,621	\$70,371	\$71,121	\$73,121
Long-B-28	\$66,932	\$67,682	\$68,432	\$70,432	\$71,182	\$71,932	\$72,682	\$74,682
Long-B-29	\$68,357	\$69,107	\$69,857	\$71,857	\$72,607	\$73,357	\$74,107	\$76,107
Long-B-30	\$69,634	\$70,384	\$71,134	\$73,134	\$73,884	\$74,634	\$75,384	\$77,384
Long-B-31	\$71,825	\$72,575	\$73,325	\$75,325	\$76,075	\$76,825	\$77,575	\$79,575
Long-B-32	\$74,047	\$74,797	\$75,547	\$77,547	\$78,297	\$79,047	\$79,797	\$81,797
Long-B-33	\$75,067	\$75,817	\$76,567	\$78,567	\$79,317	\$80,067	\$80,817	\$82,817
Long-B-34	\$76,680	\$77,430	\$78,180	\$80,180	\$80,930	\$81,680	\$82,430	\$84,430
Long-B-35	\$78,898	\$79,648	\$80,398	\$82,398	\$83,148	\$83,898	\$84,648	\$86,648
Long-B-36	\$80,277	\$81,027	\$81,777	\$83,777	\$84,527	\$85,277	\$86,027	\$88,027
Long-B-37	\$81,709	\$82,459	\$83,209	\$85,209	\$85,959	\$86,709	\$87,459	\$89,459
Long-B-38	\$83,709	\$84,459	\$85,209	\$87,209	\$87,959	\$88,709	\$89,459	\$91,459
Long-B-39	\$85,986	\$86,736	\$87,486	\$89,486	\$90,236	\$90,986	\$91,736	\$93,736
Long-B-40	\$88,392	\$89,142	\$89,892	\$91,892	\$92,642	\$93,392	\$94,142	\$96,142
Long-B-41	\$91,271	\$92,021	\$92,771	\$94,771	\$95,521	\$96,271	\$97,021	\$99,021
Long-B-42	\$94,173	\$94,923	\$95,673	\$97,673	\$98,423	\$99,173	\$99,923	\$101,923
Long-B-43	\$97,374	\$98,124	\$98,874	\$100,874	\$101,624	\$102,374	\$103,124	\$105,124
Long-B-44	\$99,942	\$100,692	\$101,442	\$103,442	\$104,192	\$104,942	\$105,692	\$107,692
Long-B-45	\$102,554	\$103,304	\$104,054	\$106,054	\$106,804	\$107,554	\$108,304	\$110,304
Long-B-46	 Greater than Step 45 member will receive 1% added to Base Salary							
Long-B-47								
Long-B-48								
Long-B-49								
Long-B-50+								

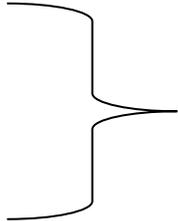
Reference: Pages 56

**APPENDIX 22A  
LONGEVITY CHART IIA  
(2024-2025 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-A-21	59,102	59,852	60,602	62,602	63,352	64,102	64,852	66,852
Long-A-22	59,755	60,505	61,255	63,255	64,005	64,755	65,505	67,505
Long-A-23	60,798	61,548	62,298	64,298	65,048	65,798	66,548	68,548
Long-A-24	61,843	62,593	63,343	65,343	66,093	66,843	67,593	69,593
Long-A-25	62,886	63,636	64,386	66,386	67,136	67,886	68,636	70,636
Long-A-26	63,930	64,680	65,430	67,430	68,180	68,930	69,680	71,680
Long-A-27	65,235	65,985	66,735	68,735	69,485	70,235	70,985	72,985
Long-A-28	66,800	67,550	68,300	70,300	71,050	71,800	72,550	74,550
Long-A-29	68,496	69,246	69,996	71,996	72,746	73,496	74,246	76,246
Long-A-30	70,388	71,138	71,888	73,888	74,638	75,388	76,138	78,138
Long-A-31	72,541	73,291	74,041	76,041	76,791	77,541	78,291	80,291
Long-A-32	74,759	75,509	76,259	78,259	79,009	79,759	80,509	82,509
Long-A-33	75,690	76,440	77,190	79,190	79,940	80,690	81,440	83,440
Long-A-34	77,182	77,932	78,682	80,682	81,432	82,182	82,932	84,932
Long-A-35	78,934	79,684	80,434	82,434	83,184	83,934	84,684	86,684
Long-A-36	80,537	81,287	82,037	84,037	84,787	85,537	86,287	88,287
Long-A-37	81,774	82,524	83,274	85,274	86,024	86,774	87,524	89,524
Long-A-38	83,601	84,351	85,101	87,101	87,851	88,601	89,351	91,351
Long-A-39	84,779	85,529	86,279	88,279	89,029	89,779	90,529	92,529
Long-A-40	85,913	86,663	87,413	89,413	90,163	90,913	91,663	93,663
Long-A-41	87,241	87,991	88,741	90,741	91,491	92,241	92,991	94,991
Long-A-42	90,362	91,112	91,862	93,862	94,612	95,362	96,112	98,112
Long-A-43	92,782	93,532	94,282	96,282	97,032	97,782	98,532	100,532
Long-A-44	95,267	96,017	96,767	98,767	99,517	100,267	101,017	103,017
Long-A-45	97,751	98,501	99,251	101,251	102,001	102,751	103,501	105,501
Long-A-46	 <p align="center">Greater than Step 45 member will receive 1% added to Base Salary</p>							
Long-A-47								
Long-A-48								
Long-A-49								
Long-A-50+								

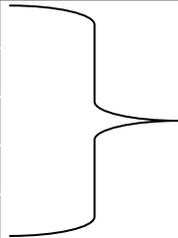
Reference: Pages 56

**APPENDIX 22 B  
LONGEVITY CHART IIB FOR 20 YEARS OF SERVICE  
IN THE REGIONAL HIGH SCHOOLS  
(2024-2025 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-B-21	60,059	60,809	61,559	63,559	64,309	65,059	65,809	67,809
Long-B-22	60,749	61,499	62,249	64,249	64,999	65,749	66,499	68,499
Long-B-23	62,083	62,833	63,583	65,583	66,333	67,083	67,833	69,833
Long-B-24	63,031	63,781	64,531	66,531	67,281	68,031	68,781	70,781
Long-B-25	64,009	64,759	65,509	67,509	68,259	69,009	69,759	71,759
Long-B-26	64,964	65,714	66,464	68,464	69,214	69,964	70,714	72,714
Long-B-27	66,201	66,951	67,701	69,701	70,451	71,201	71,951	73,951
Long-B-28	67,782	68,532	69,282	71,282	72,032	72,782	73,532	75,532
Long-B-29	69,225	69,975	70,725	72,725	73,475	74,225	74,975	76,975
Long-B-30	70,518	71,268	72,018	74,018	74,768	75,518	76,268	78,268
Long-B-31	72,737	73,487	74,237	76,237	76,987	77,737	78,487	80,487
Long-B-32	74,987	75,737	76,487	78,487	79,237	79,987	80,737	82,737
Long-B-33	76,020	76,770	77,520	79,520	80,270	81,020	81,770	83,770
Long-B-34	77,654	78,404	79,154	81,154	81,904	82,654	83,404	85,404
Long-B-35	79,900	80,650	81,400	83,400	84,150	84,900	85,650	87,650
Long-B-36	81,297	82,047	82,797	84,797	85,547	86,297	87,047	89,047
Long-B-37	82,747	83,497	84,247	86,247	86,997	87,747	88,497	90,497
Long-B-38	84,772	85,522	86,272	88,272	89,022	89,772	90,522	92,522
Long-B-39	87,078	87,828	88,578	90,578	91,328	92,078	92,828	94,828
Long-B-40	89,515	90,265	91,015	93,015	93,765	94,515	95,265	97,265
Long-B-41	91,271	92,021	92,771	94,771	95,521	96,271	97,021	99,021
Long-B-42	94,173	94,923	95,673	97,673	98,423	99,173	99,923	101,923
Long-B-43	97,374	98,124	98,874	100,874	101,624	102,374	103,124	105,124
Long-B-44	99,942	100,692	101,442	103,442	104,192	104,942	105,692	107,692
Long-B-45	102,554	103,304	104,054	106,054	106,804	107,554	108,304	110,304
Long-A-46	 <p style="text-align: center;">Greater than Step 45 member will receive 1% added to Base Salary</p>							
Long-A-47								
Long-A-48								
Long-A-49								
Long-A-50+								

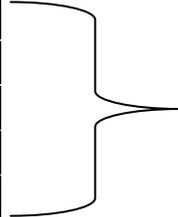
Reference: Pages 56

**APPENDIX 23A  
LONGEVITY CHART IIIA  
(2025-2026 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-A-21	60,865	61,615	62,365	64,365	65,115	65,865	66,615	68,615
Long-A-22	61,857	62,607	63,357	65,357	66,107	66,857	67,607	69,607
Long-A-23	62,866	63,616	64,366	66,366	67,116	67,866	68,616	70,616
Long-A-24	63,890	64,640	65,390	67,390	68,140	68,890	69,640	71,640
Long-A-25	64,932	65,682	66,432	68,432	69,182	69,932	70,682	72,682
Long-A-26	65,990	66,740	67,490	69,490	70,240	70,990	71,740	73,740
Long-A-27	67,066	67,816	68,566	70,566	71,316	72,066	72,816	74,816
Long-A-28	68,159	68,909	69,659	71,659	72,409	73,159	73,909	75,909
Long-A-29	69,270	70,020	70,770	72,770	73,520	74,270	75,020	77,020
Long-A-30	70,399	71,149	71,899	73,899	74,649	75,399	76,149	78,149
Long-A-31	71,994	72,744	73,494	75,494	76,244	76,994	77,744	79,744
Long-A-32	73,624	74,374	75,124	77,124	77,874	78,624	79,374	81,374
Long-A-33	75,292	76,042	76,792	78,792	79,542	80,292	81,042	83,042
Long-A-34	76,997	77,747	78,497	80,497	81,247	81,997	82,747	84,747
Long-A-35	78,741	79,491	80,241	82,241	82,991	83,741	84,491	86,491
Long-A-36	80,525	81,275	82,025	84,025	84,775	85,525	86,275	88,275
Long-A-37	82,349	83,099	83,849	85,849	86,599	87,349	88,099	90,099
Long-A-38	84,214	84,964	85,714	87,714	88,464	89,214	89,964	91,964
Long-A-39	86,121	86,871	87,621	89,621	90,371	91,121	91,871	93,871
Long-A-40	88,072	88,822	89,572	91,572	92,322	93,072	93,822	95,822
Long-A-41	90,067	90,817	91,567	93,567	94,317	95,067	95,817	97,817
Long-A-42	92,107	92,857	93,607	95,607	96,357	97,107	97,857	99,857
Long-A-43	94,193	94,943	95,693	97,693	98,443	99,193	99,943	101,943
Long-A-44	96,326	97,076	97,826	99,826	100,576	101,326	102,076	104,076
Long-A-45	98,508	99,258	100,008	102,008	102,758	103,508	104,258	106,258
Long-A-46	 <p style="text-align: center;">Greater than Step 45 member will receive 1% added to Base Salary</p>							
Long-A-47								
Long-A-48								
Long-A-49								
Long-A-50+								

Reference: Pages 56

**APPENDIX 23 B**  
**LONGEVITY CHART IIIB FOR 20 YEARS OF SERVICE**  
**IN THE REGIONAL HIGH SCHOOLS**  
**(2025-2026 School Year)**

	<b>BA</b>	<b>BA +15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>PhD</b>
Long-B-21	61,474	62,224	62,974	64,974	65,724	66,474	67,224	69,224
Long-B-22	62,476	63,226	63,976	65,976	66,726	67,476	68,226	70,226
Long-B-23	63,494	64,244	64,994	66,994	67,744	68,494	69,244	71,244
Long-B-24	64,529	65,279	66,029	68,029	68,779	69,529	70,279	72,279
Long-B-25	65,581	66,331	67,081	69,081	69,831	70,581	71,331	73,331
Long-B-26	66,650	67,400	68,150	70,150	70,900	71,650	72,400	74,400
Long-B-27	67,736	68,486	69,236	71,236	71,986	72,736	73,486	75,486
Long-B-28	68,841	69,591	70,341	72,341	73,091	73,841	74,591	76,591
Long-B-29	69,963	70,713	71,463	73,463	74,213	74,963	75,713	77,713
Long-B-30	71,103	71,853	72,603	74,603	75,353	76,103	76,853	78,853
Long-B-31	73,109	73,859	74,609	76,609	77,359	78,109	78,859	80,859
Long-B-32	74,765	75,515	76,265	78,265	79,015	79,765	80,515	82,515
Long-B-33	76,459	77,209	77,959	79,959	80,709	81,459	82,209	84,209
Long-B-34	78,191	78,941	79,691	81,691	82,441	83,191	83,941	85,941
Long-B-35	79,962	80,712	81,462	83,462	84,212	84,962	85,712	87,712
Long-B-36	81,773	82,523	83,273	85,273	86,023	86,773	87,523	89,523
Long-B-37	83,625	84,375	85,125	87,125	87,875	88,625	89,375	91,375
Long-B-38	85,519	86,269	87,019	89,019	89,769	90,519	91,269	93,269
Long-B-39	87,456	88,206	88,956	90,956	91,706	92,456	93,206	95,206
Long-B-40	89,437	90,187	90,937	92,937	93,687	94,437	95,187	97,187
Long-B-41	91,958	92,708	93,458	95,458	96,208	96,958	97,708	99,708
Long-B-42	94,041	94,791	95,541	97,541	98,291	99,041	99,791	101,791
Long-B-43	96,171	96,921	97,671	99,671	100,421	101,171	101,921	103,921
Long-B-44	98,349	99,099	99,849	101,849	102,599	103,349	104,099	106,099
Long-B-45	100,577	101,327	102,077	104,077	104,827	105,577	106,327	108,327
Long-B-46	 Greater than Step 45 member will receive 1% added to Base Salary							
Long-B-47								
Long-B-48								
Long-B-49								
Long-B-50+								

Reference: Pages 56

**APPENDIX 24**

**Designation of Beneficiary for Additional Retirement Benefits  
Archdiocese of Newark Regional High School**

Teacher/Employee:	Social Security Number:
Address:	Phone Number:

I hereby designate the following as my beneficiary(ies) for additional retirement benefits:

**Primary Beneficiary(ies)**

Full Name and Address (Please Print)	Percentage (Must total 100%)	Date of Birth	Relationship	Social Security Number

\*If no percentages are indicated, benefits will be divided equally between all primary beneficiaries.

**Contingent Beneficiary(ies)** (applicable only if you are not survived by one or more primary beneficiaries.)

Full Name and Address (Please Print)	Percentage (Must total 100%)	Date of Birth	Relationship	Social Security Number

\*If no percentages are indicated, any benefits payable to contingent beneficiaries will be divided equally between all contingent beneficiaries.

- ★ This beneficiary designation revokes all revocable prior beneficiary designations.
- ★ Unless you indicate otherwise, if any beneficiary predeceases you, that beneficiary's share will be divided pro-rata among the surviving beneficiaries of the same class (primary or contingent)
- ★ If no beneficiary (primary or contingent) survives you, payment will be made to your estate.

Date:	Signature of Teacher/Employee:
-------	--------------------------------

Reference: Page 52-53

**APPENDIX 25**

**REPORTING FORMS AND DATES: REGIONAL HIGH SCHOOLS  
ADMINISTRATORS TO EXECUTIVE BOARD OF THE LAY FACULTY  
ASSOCIATION**

1. ARTICLE 2, Section A:9

A list of all bargaining members is to be forwarded to the President of the LFA.

**NO LATER THAN OCTOBER 15<sup>th</sup> EACH YEAR**

LFA Rep. \_\_\_\_\_ RPA Rep. \_\_\_\_\_ Date \_\_\_\_\_

**NO LATER THAN FEBRUARY 1<sup>ST</sup> EACH YEAR.**

LFA President \_\_\_\_\_ RPA President. \_\_\_\_\_  
Date \_\_\_\_\_

2. ARTICLE 3, Section D

A list of new teachers will be provided to the Building Representative on the **first day of school** by each School Principal.

LFA President \_\_\_\_\_ President \_\_\_\_\_ Date \_\_\_\_\_

**NO LATER THAN OCTOBER 1**, the School Principal shall deliver to the Building Representative an updated list of new Teachers. If any new Teachers are hired during the school year, the School Principal shall within **ten days** notify the LFA Building Representative in writing.

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

3. ARTICLE 6, Section F:(2), Section H:(4), Appendix 12

When appropriate, a copy of "Assignment of Work Form" (Extra Class) shall be placed in the Teacher's personnel file and a copy shall be provided to the LFA Building Representative within **ten days** of the start of the assignment.

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

ARTICLE 6, Section G (1), Appendix 12

NO LATER THAN **SEPTEMBER 10<sup>th</sup>** EACH YEAR The Principal shall provide the LFA with a completed, signed "Assignment of Work Form" indicating either the Teacher's acceptance of a non-standard schedule.

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

4. ARTICLE 7

At the beginning of each semester the LFA Building Representative shall receive a copy of the letter of appointment and a copy of Appendix 13

NO LATER THAN **SEPTEMBER 10<sup>TH</sup>** EACH YEAR

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

**FIRST WEEK OF SECOND SEMESTER** EACH YEAR

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

5. ARTICLE 26: Section J

At the time of reimbursement payment, the LFA Building Representative will be provided, by each School, with a list of those receiving the reimbursement with a month-to-month accounting of amounts to be received.

**Report for July to December due by January 31<sup>st</sup>**

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

**Report for January to June due by August 31<sup>st</sup>**

LFA Rep. \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX 26**

### **STATE OF NEW JERSEY EARNED SICK LEAVE LAW**

Assembly, No, 1827, 3.a.,(1). (2), (3), (4), (5)

Adopted March 12, 2018

In accordance with the New Jersey Earned Sick Leave Law a teacher is entitled to use up to five (5) days per year of accumulated sick days for:

- a teacher's own illness or need for treatment;
- time needed to care for a family member for illness, treatment or recovery;
- absence due to circumstances resulting from an employee , or a family member of the employee, being a victim of domestic or sexual violence;
- time during which the employee's school closes or a child's school closes because of a public health emergency; or
- time needed for the employee to attend a child's school-related conference, function or event required or requested by a school administrator, teacher, or other professional staff member responsible for the child's education.

Reference

**APPENDIX 27  
APPLICATION FOR TUITION ASSISTANCE**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Graduate or CEC Equivalent Program: \_\_\_\_\_

College or University: \_\_\_\_\_

Title of Course and Course Number \_\_\_\_\_

Number of Credits: \_\_\_\_\_

Tuition Cost (after deduction of tuition discounts if applicable): \_\_\_\_\_

Grade Received \_\_\_\_\_

I know that the request for reimbursement will be honored based on the total pool of applicants and the available funds. I understand that this course work must be toward graduate credit or CEC equivalent. Reimbursement shall be made upon successful completion of the course ("C" or better or "Pass" in P/F system) and upon receipt of the official transcript and itemized copy of the bursar's receipt.

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

\_\_\_\_\_  
Date

.....  
**Condition of the application:**

**Received** \_\_\_\_\_      **Accepted:** \_\_\_\_\_      **Rejected:** \_\_\_\_\_

**Reasons for rejection:** \_\_\_\_\_

**Authorization is given for reimbursement:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount

Reference: Page 55

**SIDE LETTER AGREEMENT NO. 1 EFFECTIVE AS OF  
SEPTEMBER 1, 1996, AMENDED AS OF SEPTEMBER 1, 2008,**

**BY AND BETWEEN THE  
REGIONAL PRINCIPALS ASSOCIATION OF THE  
REGIONAL SECONDARY SCHOOLS OF  
THE ARCHDIOCESE OF NEWARK AND THE LAY  
FACULTY ASSOCIATION OF THE REGIONAL  
SECONDARY SCHOOLS**

(A) The parties agree that the Agreement shall apply with equal force and effect to Librarians, Guidance Counselors and Department Chairmen who are members of the unit covered by this Agreement without prejudice to the rights or positions of either party to negotiate, in subsequent Agreements separate terms and conditions of employment for the above-cited classifications. The parties further agree that Librarians, Guidance Counselors and Department Chairmen shall continue to perform all duties and provide all services heretofore performed and provided and/or those duties and services decided upon by the School, which are not in conflict with the Agreement. Department Chairmen shall receive additional compensation and/or reduction of teaching load or both as per agreement between the School and the individual chairman. In addition, payment for major extracurricular activities (after the close of the School day) such as, but not limited to, coaching, school yearbook and student council, shall be as per agreement between the School and the individual unit member.

(B) The parties further agree that whenever it is necessary to compute a single “day’s pay” under this Agreement, it shall be computed consistent with the formula set forth in Article 6(E)(iii), based on a 180 day school year: *e.g.* one day’s pay for a teacher earning \$30,000/year is calculated as  $\$30,000 \times 1/180 = \$166/\text{day}$ .

(C) The parties further agree that whenever it is necessary to compute a single "calendar day's pay" under this Agreement, it shall be computed based on a 303 day (ten month) calendar school year (e.g., one day's pay for a teacher earning \$30,000 x 1/303 = \$99/day.

(D) The parties further agree that should a member of the unit resign or be terminated during the course of the school year, his final salary payment shall be adjusted as per the following example:

Teacher "A" resigns as of last day of January, 1996. Would have completed 5 months of ten (10) month contract and therefore should receive 1/2 of yearly salary. Since to date (January, 1996) only received 5/12ths of salary, is entitled to adjustment of 1/12th for total of 6/12ths or 1/2 of yearly salary.

When termination or resignation does not fall on the last day of particular month a further adjustment shall be made pursuant to the formula detailed in "B" to increase the final salary adjustment computed under "D".

The above represents the understanding and agreement of the parties with respect to the matters contained herein.

FOR THE

LAY FACULTY ASSOCIATION,  
LOCAL 305, LABORERS  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

Sheryl Mackenzie  
Barbara Speer-Cantor  
Maryjane Whitehead  
\_\_\_\_\_

FOR THE

REGIONAL PRINCIPALS ASSOCIATION  
OF THE REGIONAL SECONDARY  
SCHOOLS OF THE ARCHDIOCESE  
OF NEWARK

Patricia Molloy  
Sister Regina Martin  
Bruce D'Annunzio  
Karen Prasci  
\_\_\_\_\_

**SIDE LETTER AGREEMENT NO. 2 EFFECTIVE AS OF  
SEPTEMBER 1, 1999, AMENDED SEPTEMBER, 2002,  
BY AND BETWEEN THE REGIONAL  
PRINCIPALS ASSOCIATION OF THE  
REGIONAL SECONDARY SCHOOLS OF  
THE ARCHDIOCESE OF NEWARK  
AND THE LAY FACULTY ASSOCIATION  
OF THE REGIONAL SECONDARY SCHOOLS**

Each member School of the Regional Principals' Association shall at the beginning of each School year explain the procedure and provide the application forms necessary for Teachers to qualify for School matching under Article 26, Paragraph K.

Each School shall send its periodic prorated contribution to the identified annuity company at the same intervals as and together with the Teacher's deduction. The matching amount contributed for the first such contribution shall include the total matching prorated amounts due for the period from September 1, 2002 through the date of the first contribution. With respect to each individual Teacher, the number of periodic deductions and matching contributions shall depend upon the individual Teacher's salary payment plan (i.e. whether the Teacher is on a 10 month or a 12 month schedule).

FOR THE

LAY FACULTY ASSOCIATION,  
LOCAL 305, LABORERS'  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

*Samuel Mackenzie*  
*Brenda Lewis Carter*  
*Maryanne Whitehead*

FOR THE

REGIONAL PRINCIPALS  
ASSOCIATION OF THE REGIONAL  
SECONDARY SCHOOLS OF THE  
ARCHDIOCESE OF NEWARK

*Patricia Miller*  
*Sister Regina Martin*  
*Dee D'Annunzio*  
*Karen Ptasnik*

**SIDE LETTER AGREEMENT NO. 3 EFFECTIVE AS OF**  
**SEPTEMBER 1, 2014**  
**BY AND BETWEEN THE REGIONAL**  
**PRINCIPALS ASSOCIATION OF THE**  
**REGIONAL SECONDARY SCHOOLS OF**  
**THE ARCHDIOCESE OF NEWARK**  
**AND THE LAY FACULTY ASSOCIATION**  
**OF THE REGIONAL SECONDARY SCHOOLS**

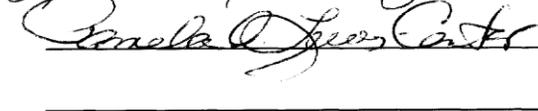
WHEREAS the RPA, pursuant to Article 30 of the CBA, wished to implement policies with respect to conduct with minors and certain reporting obligations which are being promulgated by the Archdiocese of Newark with respect to, among others, the Regional High Schools (the "Schools") at which the LFA is the collective representative and,

THEREFORE the parties agree as follows:

1. All bargaining unit members must complete a Criminal Record Check through the New Jersey Department of Education. This includes those bargaining unit members who were previously "grandfathered" by virtue of having been employed by their schools prior to 1991.
2. Because this group had previously been exempted from completing the Criminal Record Check now required of all new employees by the New Jersey Department of Education, the Schools agree that they will pay the cost of the Criminal Record Check for this specific group of individuals upon receiving a receipt that the Criminal Record Check has been completed.
3. The parties further agree that the deadline for completing the Criminal Record Check for this specific group of individuals will be November 30, 2014.

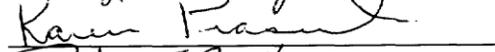
FOR THE

LAY FACULTY ASSOCIATION,  
LOCAL 305, LABORERS'  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

  
  
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FOR THE

REGIONAL PRINCIPALS  
ASSOCIATION OF THE REGIONAL  
SECONDARY SCHOOLS OF THE  
ARCHDIOCESE OF NEWARK

  
  
  
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**SIDE LETTER AGREEMENT NO. 4**  
**BY AND BETWEEN THE REGIONAL**  
**PRINCIPALS ASSOCIATION OF THE**  
**REGIONAL SECONDARY SCHOOLS OF**  
**THE ARCHDIOCESE OF NEWARK**  
**AND THE LAY FACULTY ASSOCIATION**  
**OF THE REGIONAL SECONDARY SCHOOLS**

WHEREAS the RPA has informed the LFA that the Archdiocese of Newark is in the process of revising the Policies on Professional and Ministerial Conduct which the Regional High schools plan to adopt; and,

WHEREAS pursuant to Article 4 and 30 of the CBA, the RPA and LFA intend to address the issue of the RPA's planned implementation of the policies upon completion; and.

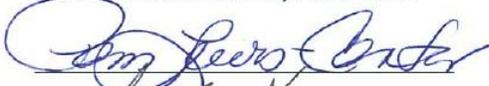
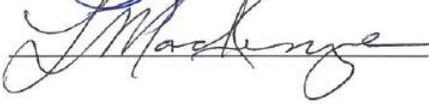
NOW THEREFORE the parties agree as follows:

Immediately upon receipt of the revised Archdiocesan Policy on Professional and Ministerial Conduct, the RPA and LFA will meet to discuss the RPA's planned implementation of the new Policies and the new Acknowledgement Form of Compliance for the newly revised Archdiocesan Policy on Professional and Ministerial Conduct. The parties acknowledge that it is their mutual interest to attempt to come to a resolution as quickly as possible.

The current Acknowledgement Form of Compliance with the Policies on Professional and Ministerial Conduct will remain in effect until the Acknowledgement Form of Compliance for the new revised Archdiocesan Policy on Professional and Ministerial Conduct is agreed upon by the Parties.

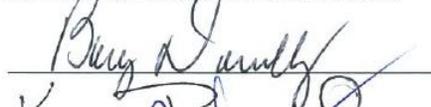
FOR THE

LAY FACULTY ASSOCIATION,  
LOCAL 305, LABORERS'  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

  
  
\_\_\_\_\_

FOR THE

REGIONAL PRINCIPALS  
ASSOCIATION OF THE REGIONAL  
SECONDARY SCHOOLS OF THE  
ARCHDIOCESE OF NEWARK

  
  
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