BASIC CONTRACT BETWEEN

DIOCESE OF YOUNGSTOWN

OFFICE OF CATHOLIC SCHOOLS

AND THE

DIOCESAN CONFEDERATION OF TEACHERS

HIGH SCHOOL

2022-2027

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P R E A M B L E

Proclaiming the Gospel is the pivotal and joyful work of the Roman Catholic Church. To assist parents in their role as primary educators of their children, the Diocese of Youngstown has established Catholic schools. The fundamental dual spiritual and academic role of the Catholic school develops the informed wisdom of students so that they may come to know, love, and serve God more deeply in their lives. This goal is achieved through the work of special ministers of the Church. This agreement upholds the dignity of such meaningful work while recognizing the rights of workers in this important service of proclaiming the Gospel.

WHEREAS, it is the policy of the Youngstown Diocesan Office of Catholic Schools and Office of Religious Education to maintain high educational standards and to provide reasonable job security for its teachers; and

WHEREAS, the Youngstown Diocesan Confederation of Teachers recognizes the uniqueness of the Roman Catholic school system committed to provide education within the framework of Catholic principles and that nothing in this Agreement shall be construed as interfering in any way with the Bishop, or his designee, in carrying out his functions and duties that are canonical, ecclesiastical, or religious in nature; and

WHEREAS, the Confederation recognizes the sole right and duty of the Ordinary of the Diocese, functioning through his designee, to see that the schools are operated in accordance with the philosophy of Catholic education, the Office of Catholic Schools and Office of Religious Education policies, the doctrines, the teachings, the laws and norms of the Catholic Church. The Confederation recognizes that teachers in a Catholic school have accepted a ministry in the Catholic Church, and as ministers, they represent the Church. The Confederation recognizes that the Ordinary has the sole prerogative to determine what will be taught in the areas of faith and morals and will determine the criteria and preparation necessary for a teacher to teach in a Catholic school.

WHEREAS, the Confederation and its membership further recognize that the teachers in violation of these functions and duties referred to herein above are

subject to termination and have no right to grieve. (This clause is not intended in any way to deny the use of existing procedures to ecclesiastical authorities. In the spirit of this Agreement, the Bishop, or his designee, where practicable, should give notice to a faculty member considered to be acting in violation of Church teaching.)

NOW, THEREFORE, in consideration of the aforesaid premises and as a part of the ongoing dialogue, the Office of Catholic Schools and the Confederation hereto mutually agree with each other as follows:

A R T I C L E I

RECOGNITION

Section 1

A. The Diocese of Youngstown Office of Catholic Schools (hereafter referred to as the Office) recognizes the Youngstown Diocesan Confederation of Teachers, (hereafter referred to as the Confederation) as the sole collective bargaining representative for all the licensed/certificated personnel employed by Cardinal Mooney High School, Central Catholic High School, John F. Kennedy Grades 9-12, St. Thomas Aquinas Grades 9-12, and Ursuline High School, except as stated in Sections 1B and C of this Article.

B. The Confederation shall not be the bargaining agent for priests and/or religious in the diocesan high schools.

C. The Confederation shall not represent or be the bargaining agent for anyone employed under an administrative contract.

Section 2

The Confederation recognizes the Office as the representative of the Bishop of the Diocese of Youngstown and of the Catholic people of the Diocese of Youngstown and as the employer of the licensed/certificated personnel of the secondary schools of the Diocese of Youngstown.

A R T I C L E I I

OFFICE OF CATHOLIC SCHOOLS RIGHTS AND RESPONSIBILITIES

Section 1

The Office hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon them by the Bishop of Youngstown, including but not limited to the following:

A. The executive management and administrative control of the school system and its properties and facilities;

B. The hiring of all employees, the determination of their qualifications and the conditions of and for their continued employment; their demotion, dismissal, and the right to promote, assign and transfer all such employees;

C. The establishment of grades and courses of instruction including special programs, and providing for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Office;

D. The delegation of authority through recognized administrative channels for the development of curriculum and organization of the means and methods of instruction, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds;

E. The determination of class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, the determination of appropriate administrative and nonteaching activities within the school system, and the determination of such other terms and conditions of employment;

F. The establishment of rules, regulations, policies, and procedures (policies of the Diocese of Youngstown, Office of Catholic Schools Administrator Handbook, personnel policies, Office of Religious Education policies,

individual school faculty handbooks) which shall not be in conflict with the expressed terms and conditions of this Agreement.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office, the adoption of policies, rules, regulations and practices in furtherance of this Agreement, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio and federal statutes; and then only to the extent such specific and express terms hereof are in conformance with the view of the Catholic community as expressed by the Bishop of Youngstown.

Section 3

By not exercising the rights hereby reserved to them, or by exercising them in a particular way, such action shall not be deemed to be a waiver of the rights reserved to the Office or a requirement to exercise them in any other way not in conflict with the terms and conditions of this Agreement.

Section 4

The Office has the right to add, amend, or eliminate a policy for schools and staff as long as it does not violate the Basic Contract. Whenever the Office changes a policy which directly or indirectly affects any aspect of the high school community, the Office shall forward to the Confederation a copy of such changes.

Section 5

The Office shall make reasonable provisions for the safety and health of the teachers at the school during the hours of their employment. The Office, the Confederation and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

Section 6

The Office shall not originate any reprisal of any kind against any Confederation member/service fee member because of union affiliation activities.

Section 7

The Office of Catholic Schools has the right to determine the corporate status and the corporate structure of any corporation which operates a school in the Diocese of Youngstown including but not limited to the identity of any member/sponsor, how the corporation is governed, the right to determine whether any corporation which operates a school should be dissolved or merged with another legal entity, and all other rights afforded to corporations pursuant to applicable law. As to all of the foregoing, the Office of Catholic Schools will continue to adhere to and comply with the terms of this Basic Contract and at the appropriate time, the Office of Catholic Schools will meet with the Confederation to discuss personnel matters which may be impacted by the Office of Catholic Schools' exercise of the foregoing rights.

Section 8

The Office shall provide to each teacher information explaining all benefits, including medical, retirement, and insurance benefits provided to a teacher. The information shall be provided when a teacher signs his/her first individual contract. Any information explaining new benefits or updating existing benefits shall be provided to all teachers during the orientation days at the beginning of the school year and/or when it becomes known.

A R T I C L E I I I

RIGHTS AND RESPONSIBILITIES OF THE CONFEDERATION

Section 1

The Office and Confederation will comply with the Diocesan Employee Non-Discrimination Policy. **www.doy.org**

Section 2

A. In each school, the members of the Confederation shall designate one of their members as building representative for purposes of liaison among faculty members and between the members of the Confederation and the local school administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.

B. The administration in each building shall recognize the Confederation building representative as the official representative of the teachers at the building level concerning Basic Contract implementation.

Section 3

The Confederation shall have the right to place Confederation material in the mailboxes of Confederation members. Placement will be made by the authorized building representative of the Confederation or his/her designee, who must be a member of the local building Confederation. When materials being placed in the school mailboxes are to be distributed to the entire teaching faculty, out of courtesy, the Confederation will also place a copy in the principal's mailbox.

Section 4

The local building representative shall have the right to schedule local Confederation meetings before or after school while the building is regularly open. Request for such building use shall be given 24 hours in advance. It is understood that only in extreme circumstances will the 24-hour notice provision be asked to be waived. It is likewise understood that only in extreme circumstances will the Confederation be asked to change its meeting plans.

Section 5

A. Teachers in the diocesan high schools who are elected Officers of the Confederation may be granted a leave of absence of not less than one (1) year. Proper written notification of the request must be submitted to the Confederation and the Office of Catholic Schools no later than May 1st. The leave must be approved by both the Confederation and the Office of Catholic Schools. Requests for renewal will be granted using the same procedures.

B. Such leaves of absence may be granted on a full-time basis, and the recipients of such leave shall receive no salary from the high school. Such leaves of absence may also be granted on a part-time basis but only when all scheduling difficulties are resolved to the satisfaction of both parties. The teacher on a part-time leave shall receive a salary from the high school as indicated under Article XV, Part-Time Teachers.

C. Teachers granted such leaves of absence shall retain all insurance, pension, and other benefits in conformity with contract and benefit plan requirements provided that the teacher pays all amounts (including contributions normally paid by the school) as billed necessary or required under any such insurance, pension, or other benefit plan.

D. Any teacher granted such leave of absence shall continue to accrue seniority for salary increments and all other purposes.

E. Upon return to service, the teacher shall be placed in the assignment which he/she left if available or in a teaching position for which he/she has Ohio licensure/certification or, in the absence of such assignment, an assignment mutually agreed to between the Confederation and the Office with all accrued benefits and increments that he/she would have earned had he/she been in regular service.

F. The teacher hired as the replacement for the teacher on an approved leave of absence shall be notified, at the time of employment, that he/she is a temporary employee and the duration and statement of temporary employment shall be clearly stated on the replacement teacher's individual contract.

Section 6

Each year, the Confederation will provide each high school president/principal with an official roster of officers and representatives. To facilitate the carrying out of Confederation duties, including meetings with the superintendent, the president of the Confederation, if a high school teacher, shall be granted his/her period of professional preparation during the last teaching period of the school day. During this period, the president, if a high school teacher, shall be permitted to leave the school building to perform these duties. In a high school negotiations year, the high school vice president shall be granted his/her period of professional preparation during the last teaching period. For the sake of good order, the president and/or high school vice president shall notify the president/principal of his/her intent to exercise his/her option to leave the building.

Section 7

The building lay representative may make periodic inquiries to the president/principal to obtain the names and addresses of newly hired teachers. Names and addresses of newly hired teachers and the percentage of their contracts shall be provided to the Confederation building lay representative at the time of request, if information is available.

Section 8

A. All licensed/certificated personnel represented by the Confederation, as defined in Article I, shall receive a copy of this Agreement with all appendices prior to the beginning of the 2022-2023 school year. Any new teacher hired during the term of this Agreement shall receive a copy of this Agreement prior to/or at the signing of the individual teacher contract.

B. The cost of the publication of the Basic Contract will be borne equally by the Office and the Confederation.

Section 9

The Confederation president, if a high school teacher, shall be granted up to four (4) Confederation business days per year to conduct legitimate union business, provided the cost of the substitute is borne by the Confederation. The high school vice president shall be granted up to two (2) Confederation business days per year to conduct legitimate union business, provided the cost of the substitute is borne by the Confederation. The Confederation secretary and treasurer, if high school teachers, will be granted two (2) Confederation business days to conduct union business provided the cost of the substitute, selected by the building president/principal, is borne by the Confederation. Said Confederation business days shall be granted according to the provisions of Article XIII, Sections 4C and 4G, and shall not be deducted from the teacher's accumulated sick leave days or personal days.

Section 10

A. In all schools, the Confederation shall be granted at least one-half (1/2) hour of time on the agenda of orientation days prior to the beginning of the school year for the conduct of Confederation business.

B. The Confederation shall be given time, as the final item on the agenda of every faculty meeting, for reports and announcements.

Section 11

A. In order to promote the discussion of matters of concern and to facilitate free communication between parties, a meeting of the Confederation president or designee and the superintendent or designee shall be held each semester at a time mutually agreed upon by the parties. Additional meetings as needed may be called by either party. The meetings can be held in person, by phone, by email, or via a virtual meeting platform. Proposed agendas may be exchanged upon mutual agreement.

B. It is understood and agreed, however, that all discussions and negotiations regarding salaries and working conditions shall be conducted according to Article VI.

C. Additional meetings shall be called upon written request of the Confederation or the superintendent. The requests shall contain a specific statement as to the reason for the request.

1. Requests from the Confederation shall be made to the superintendent.

2. Requests from the superintendent shall be made to the president of the Confederation.

3. A mutually convenient meeting date should be arranged within one (1) week of the request.

4. The meeting shall take place no later than three (3) weeks following the request unless an extension is agreed upon.

Section 12

In each school, the local administration, upon mutual agreement with the local Confederation, may provide a bulletin board in the faculty lounge or the faculty dining room on which the Confederation may post notices and materials. The

Confederation building representative or his/her designee shall have the exclusive responsibility for posting and removing Confederation notices and materials.

Section 13

The building representative or the president/principal shall have the right to call a meeting, at a mutually agreeable time, in the event that either feels a problem or concern exists, so that such meeting can expedite resolution. The party calling the meeting shall give the reason for the meeting at the time of the request.

Section 14

Upon the request of the building representative, the school administration shall make available to the faculty the previous year's diocesan annual financial statement and the current year's proposed operating budget by October 1 or anytime thereafter. Upon review of these materials, the Confederation may submit recommendations pertaining to the budget to the president/principal.

Section 15

A. The schools shall deduct contributions to the Confederation Scholarship Fund from the salary of each teacher who furnishes the proper authorization to make such contributions.

B. The Confederation shall provide each high school bookkeeper, by the first full week of each school year, the scholarship salary deduction authorization cards and a complete list of all the teachers from that school who are contributors to the fund.

C. All scholarship fund authorizations shall be irrevocable for as long as the teacher is employed within the diocesan school system unless the individual teacher submits, in writing, his/her desire to discontinue his/her contributions to the fund, by certified mail to the Confederation, during any period of 15 days prior to the start of any school year.

D. The Confederation shall indemnify and save the Office and schools harmless against any and all claims, demands, suits and actual damages or other form of liability that may arise out of or by reason of action taken or not taken by the Office for the purpose of complying with any provisions of Article III,

Section 15, and Article IV, Section 1, or in reliance on any list, notice or assignment furnished under any such provisions. Upon the approval, the Confederation will defend both parties at the Confederation's cost. However, during the legal proceedings, the Office reserves the right to assume its own defense at its own cost.

A R T I C L E I V

DUES CHECK-OFF

Section 1

All teachers have the right to join or not to join the Confederation. The high school shall cause to be deducted the Confederation dues or service fees from the salary of each teacher who furnishes the proper authorization to make such deductions. The Confederation will advise the Office and schools, by August 1 of each year, in writing, the total amount to be deducted for dues or service fees. This amount will be in effect for the subsequent 12 months. All dues and service fee authorizations shall be irrevocable for the term of this Contract and thereafter, unless the individual teacher shall submit, in writing, his/her resignation from the Confederation or revocation of the service fee authorization by certified mail to the Confederation office during any period of 15 days prior to the start of any school year.

Section 2

A. Regardless of whether a teacher joins or refuses to join the Confederation, after 30 days of employment, all members of the bargaining unit whose salary is determined by Appendix B-1, B-2, B-3 shall pay the Confederation dues or service fees during the term of this Contract. If a member of the bargaining unit chooses not to pay his/her dues or service fees, the Confederation and the Office fully recognize that such individuals would be liable to a lawsuit in order to retrieve said dues or fees. It is further understood and agreed that the Confederation will not file a lawsuit against any member of the bargaining unit without first making a written request to such teacher for payment and, if payment is refused or withheld for more than 30 days, the Confederation may evaluate any extenuating circumstances involved in the teacher's refusal to pay the service fees.

After such evaluation, the Confederation may then notify the teacher, with a copy sent to the respective school and Office, indicating the Confederation's intent to file a lawsuit against the teacher within 30 days.

In such lawsuits, the Confederation will not name the Office or school as a party. If the Office and/or school are made a party or become a party to the lawsuit, the Confederation shall defend both parties and shall pay any actual damages or other liabilities incurred. However, during the legal proceedings, the Office and school reserve the right to assume their own defense, in which case the Office and school will pay their own legal fees.

B. The service fees, while not implying any prejudices toward the Confederation, represents these teachers' share of the cost of the Confederation's efforts on their behalf. If requested in writing by the teacher, the full amount of the service fees can be assigned to the Confederation Scholarship Fund.

C. For the term of this contract, the service fees shall be 85% of the Confederation dues.

D. The deadline for self-pay dues/service fees is November 1st.

Section 3

A. The high school shall forward to the Confederation, with the September payment, a list of teachers who have signed payroll authorization forms for whom dues and service fees have been deducted.

B. The individual high schools with authorization agree to deduct the Confederation annual membership dues or service fees by the 20th of the month in amounts and on a timetable to be worked out. Such remittance shall be forwarded to the treasurer of the Confederation at an address furnished to the high school by the Confederation.

Section 4

No part(s) of this Article is/are to be construed as agreement on the part of the Office or the Confederation to be a closed shop contract.

A R T I C L E V

GRIEVANCE PROCEDURE

Section 1: Definitions

A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this written Agreement. When this definition applies, this grievance procedure, as stipulated in this Article, shall be in effect in its entirety. A second definition of a grievance is an inequity, misinterpretation, or misapplication of any policy or rule which adversely affects a member of this bargaining unit. When this definition applies, the grievance procedure as stipulated in this Article shall be in effect up to and inclusive of Article V, Section 3, Step 2D.

B. A "grievant" is the person(s) and/or the Confederation making the claim.

C. The limits in days under each section of this procedure shall be counted as working days, excluding weekends and holidays. The number of days indicated at each step shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by both parties.

Section 2: Informal Procedure

A. Only the grievant and the Confederation representative shall first meet in person with the president/principal, or administrator, in order to resolve the matter informally. If the alleged grievance is lodged against an administrator other than the president/principal, said administrator will be present at the informal meeting.

B. 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, and not to preclude discussion between the person(s) involved in an alleged grievance.

C. The informal procedure shall exist for a twenty (20) working day period, beginning with the day the act or condition which caused the grievance could have been commonly known by the Confederation or the grievant.

D. In the event that the grievant does not want to continue any/or part of the grievance process, even though said grievant has been advised by the Confederation to continue with the grievance process, said grievant will sign a waiver indicating that said grievant does not wish to continue with said grievance process. Upon the signing of the waiver by the grievant, said grievant will hold the Confederation harmless against any/all claims, suits, or other forms of liability. The grievant waiver is always non precedential.

E. The Confederation has the right to withdraw from the grievance process at any point during said process, (including this initial stage of the grievance process) if it has been determined by the Confederation and its legal counsel that the grievance is meritless; therefore, if so determined by the YDCT and its legal counsel that said grievance is meritless, said grievance process will cease, without further consideration, and the matter will be closed without precedent.

F. The Confederation, under advisement of its legal counsel, shall have the sole exclusive organizational right to process, or not to process, any alleged grievance. Any accompanying waiver documentation will be maintained by the Confederation.

Section 3: Formal Procedure

Step 1

A. In the event the matter is not resolved informally, the grievance, stated in writing, (Appendix D), shall be submitted (hand-delivered, via certified mail, or emailed to the president/principal of the school, and the Superintendent within five (5) working days after the conclusion of the informal procedure.

B. If a specific individual is affected, the grievant must sign the form (Appendix D).

C. After the grievance form has been submitted, it may be discussed with the Principal/Superintendent or designee:

1. by the grievant accompanied by a Confederation representative;

2. by a Confederation representative if the grievant so requests;

3. by a Confederation representative in the name of the Confederation;

D. Within five (5) working days after receiving the grievance, the Principal and the superintendent, or designee shall state their decision, in writing, and one (1) copy shall be sent, via certified mail, or hand-delivered, or emailed, to the grievant and one (1) copy given to the Confederation.

Step 2

A. If the grievant and the Confederation, is not satisfied with the disposition of the grievance at Step 1 or no decision has been rendered within five (5) working days, an appeal may be made, in writing, within the subsequent five (5) working days, to the Superintendent, requesting the creation of a grievance appeal panel consisting of:

1. one member designated by the Confederation;

2. one member designated by the Office of Catholic Schools;

3. a third member mutually agreed upon by both parties.

Within five (5) days after the request for the creation of a grievance appeal panel, the Confederation and the Superintendent, or their designees, will mutually agree upon the selection of the third member. (Due to extenuating circumstances, this timeline may be altered, but only if mutually agreed upon by both parties.)

B. The grievance appeal panel shall meet at a mutually agreeable time and place as soon as practical after selection of the third member to hear the grievance and shall subsequently inform the Confederation, the Office, and the grievant of said meeting time/place. The grievant shall be required to attend. The Confederation and the Office shall have the right to offer evidence and bring any witnesses. During the hearing of the grievance, the members of the

grievance appeal panel have the right to determine the procedures to be utilized during said hearing; however, neither audio/video recording devices by either party nor any individuals not a part of the grievance are permitted during the hearing. Following conclusion of the grievance appeal hearing, as required by contract, the decision of the panel must be hand-delivered, or rendered via certified mail, to the grievant, the Confederation, and the Superintendent within seven (7) working days, unless extended by mutual agreement.

C. The total cost of the third party of the grievance appeal panel shall be shared equally between the Confederation and the Office.

D. Within five (5) working days of notification of the grievance appeal panel's written decision and rationale, the Confederation or Superintendent shall have the right to demand arbitration of the matter if dissatisfied with the decision rendered by the grievance appeal panel.

Step 3

A. The party requesting arbitration shall notify the other party, in writing, within the aforementioned five (5) working days (Step 2D), that arbitration will occur, as well as notifying the mediation service chosen, with a request of seven (7) possible arbitrators. Within five (5) working days after receiving the list of seven (7) arbitrators, the two parties shall meet and, by alternately striking names from the list, arrive at a selection. The arbitrator shall be the person whose name remains on the list after six (6) have been struck. A coin shall be tossed to determine who shall strike first. Either party may request a second list of seven (7) possible arbitrators. No additional lists may be requested by either party.

B. The arbitration shall be conducted under the rules of the mediation service chosen.

C. The losing party shall pay the cost of the arbitrator, including the fees of the mediation service chosen.

D. The decision of the arbitrator shall be final and binding upon the parties involved in the grievance.

Section 4: General Provisions

A. The arbitrator or the grievance appeal panel shall have no authority to render any decision that adds to, conflicts with, or alters any provision of this basic contract.

B. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. When such hearings are held during school hours, all employees who are directly involved at the hearing will be excused for that purpose with pay.

C. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file, or any file, or record, utilized in the promotion process, nor shall an employee be placed in jeopardy, or be subject to reprisal for having followed this grievance procedure.

D. No grievant, at any stage of the grievance procedure, will be required to meet with any administrator without Confederation representation concerning the grievance.

E. If a grievance arises from the action of authority higher than the president/principal of a school, the grievant or the Confederation may present such grievance directly to the superintendent and authority involved. If the grievance is not satisfactorily resolved at this meeting, the Confederation may proceed to the next step.

F. No reprisal of any kind shall be taken by, or against, any participant in the grievance procedure by reason of such participation.

G. In the event a grievance could not be processed through all the steps of this grievance/arbitration procedure by the end of the school year, and which, if left unresolved, could result in serious harm to any person/party, the time limits specified herein will be reduced by mutual agreement so that the grievance and arbitration procedures may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

H. Failure to appeal the decision within 20 working days shall be deemed an acceptance of the decision.

A R T I C L E V I

NEGOTIATION PROCEDURES

Section 1: Purpose

A. The purpose of these procedures is to establish a relationship between the Office and the Confederation and to set forth an orderly procedure for discussing and settling matters which arise when either party hereto has been notified by the other, in writing, of its desire to change or terminate this Basic Contract.

B. The Office and the Confederation agree to abide by and enforce the provisions of this Agreement.

Section 2: Statements of Principles

A. The negotiations model will be selected by properly appointed representatives from the Office of Catholic Schools and the Confederation by March 1 of the school year prior to negotiations to allow sufficient time for all preparations.

B. Professional negotiations means conferring, discussing, exchanging written proposals and negotiating in "good faith" by the Office or its designated representatives and a recognized teacher organization, through its designated representatives, in an effort to reach agreement with respect to salaries, hours and working conditions.

C. "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the Confederation and the Office be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party

is obligated to give its reasons and offer counterproposals. "Good faith" requires parties to recognize negotiations as a shared process. The obligation of the Office or its representatives and the representatives of a

D. Recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession. However, breach of existing agreements; engaging in or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; making unexplained changes in position; and raising new and additional issues calculated to avoid reaching an agreement; or violating any of the principles or procedures in this Article shall constitute a breach of "good faith."

E. Representatives of the Office and the Confederation shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination.

F. Currently, the Office of Catholic Schools and the Confederation recognize two models:

1. consensus model (language appears in Appendix H)

2. traditional model (language appears in Appendix I)

A R T I C L E V I I

INDIVIDUAL CONTRACTS

Section 1

A. Contracts will be offered to teachers who have fulfilled the state of Ohio law and diocesan policy with regard to licensure and certification standards. The teacher has the sole responsibility for completing official forms, meeting deadlines, and paying all associated fees/costs for licensure/certification, including BCI/FBI background checks.

B. When issued, the teacher's initial contract will be signed by the president/principal and, if accepted by the teacher, will be returned with the teacher's signature. All copies will then be forwarded to the superintendent for his/her signature to finalize the contract. The superintendent will return the teacher's copy within two (2) weeks. The teacher's initial contract is not enforceable or binding on any of the parties until the superintendent of schools signs the contract. No change necessitated by clerical or typographical error will be made without the teacher's knowledge.

C. When issued, the second and following limited teacher contracts will be signed by the president/principal and superintendent and, if accepted by the teacher, will be returned with the teacher's signature. No change necessitated by clerical or typographical error will be made without the teacher's knowledge.

D. All licensed/certificated secondary teachers under the employment of the Office who are to be tendered contracts for the following school year shall be issued written contracts by May 1st which are to be returned by May 15th. Failure to return the contract by May 15th constitutes a refusal of the contract and frees the Office to fill the vacancy following the procedure set forth in Article IX. This procedure is to be followed each year in which the Basic Contract is operative.

Section 2

A. Non-renewal of a teacher's contract applies to teachers employed by the Office on a limited contract.

B. In the event of a non-renewal of a teacher's contract, the president/principal shall issue such non-renewal, in writing, no later than the first of May. Such notice shall specify the reason for the non-renewal of the contract for any teacher who is serving in the school for a fourth year or longer.

C. Teachers being so notified of non-renewal of contract shall be given an opportunity to file a grievance under Article V. Teachers who are non-renewed in their third year or less may not file a grievance.

D. Teachers being so notified of non-renewal of contract shall be given the opportunity to resign.

Section 3

A. Termination applies to both tenured and non-tenured teachers. Termination from a contract may come at any time during the limited or continuing contract.

B. A teacher may be terminated for serious and/or repeated deficiencies in his/her teaching performance, which have been documented and/or which have not been corrected with previous warnings and/or lesser sanctions.

C. If a teacher is charged or has been charged with criminal activity, the principal, in conjunction with the superintendent, may suspend the teacher, with or without pay, pending resolution of the criminal charges. The decision to suspend the teacher is at the discretion of the superintendent. Teachers who are convicted of a criminal offense will be subject to discipline up to and including termination of the teacher's contract. Such notice of termination shall specify the reason for the termination of the contract.

D. The Teacher is expected to teach and adhere to the official teachings of the Catholic Church, the educational philosophy of the Diocese of Youngstown, and the educational philosophy of the school in which he/she serves, as determined by the Bishop and the Superintendent of Schools. The Superintendent of Schools has the right to terminate a teacher's contract for any violation of Policy A-1: Adherence to Catholic Teaching. The teacher maybe terminated for willful or persistent violations of regulations promulgated by the Office of Catholic Schools or for any violation of a regulation promulgated by the Office of Catholic Schools that is serious enough to merit immediate termination as determined by the superintendent of schools A teacher may also be terminated due to a violation of the Diocese of Youngstown Safe Environment Policy for the Protection of Children and Vulnerable Adults or the State of Ohio Educator Conduct Code.

E. Written charges must be presented to the teacher within 24 hours of the notice of the termination.

F. Teachers being so notified of termination from employment shall be given an opportunity to file a grievance under Article V.

G. Teachers being so notified of termination from employment shall be given the opportunity to resign unless it is a violation of the Diocese of Youngstown Safe Environment Policy for the Protection of Children and Vulnerable Adults or the State of Ohio Educator Conduct Code.

Section 4

A teacher holding a limited or continuing contract shall not resign or terminate his/her contract after the tenth (10th) day of July of any school year or during the school year, prior to the end of the annual session, without the consent of the employer, but he/she may resign or terminate his/her contract at any other time by giving five (5) days notice to the employer. In doing so, he/she shall submit a written notice to both the superintendent and the building president/principal.

Section 5

A separate supplemental contract shall be issued for each compensated extracurricular position as listed in Appendix A. Issuing of such supplemental contract shall follow the provisions of Article XXI.

Section 6

No part of the individual teacher's contract shall contradict, limit, or supersede this Basic Contract.

Section 7

In the event of a later date of a signed Basic Contract, individual teacher contracts shall be issued using the salary schedule in effect at that time. If further negotiations necessitate a change in individual contracts, such changes will be made within 15 days after the ratification of the Basic Contract. It is further understood that, should the Basic Contract in effect expire before negotiations are completed, the individual contract for the subsequent school year is null and void.

Section 8

No changes in a printed form of the limited teacher contract, the tenured teacher contract, or the supplemental contract shall be made except with the mutual consent of the Office and the Confederation unless proclaimed by the Bishop of the Diocese of Youngstown**.**

Section 9: Force Majeure Event

All individual contracts issued to a teacher (whether a tenured contract, a limited contract, or a supplemental contract) shall include the following language relative to a " Force Majeure Event" (as defined below) whereby the Employer may suspend and/or terminate any individual contract and the applicability of the Basic Contract due to a Force Majeure Event.

The Employer may suspend and/or terminate this Contract and its obligations hereunder as a result of causes beyond the Employer's reasonable control defined herein as a "Force Majeure Event. If a Force Majeure Event causes a suspension of this Contract, the Employer will resume its obligations under this Contract when circumstances allow (provided that the Employer's operations resume during the term of this Contract). Notwithstanding the foregoing, the Employer shall not be obligated to lift the suspension and resume its obligations under this Contract if doing so would be impractical for some reason, including but not limited to significant financial hardship to the Employer. Employer shall provide Employee with written notice seven (7) days prior to suspending and/or terminating this Contract under this subsection.

A Force Majeure Event includes the following: acts of God, fire, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or governmental administrative body, embargo, acts of government (including stay at home orders), war (whether or not declared), acts of terrorism, pandemic, epidemic, or similar causes (hereinafter collectively a "Force Majeure Event").

In the event this Contract is suspended as provided for herein, the Employee shall be paid for all time he/she works up to the point at which the Contract is suspended as well as for any time he/she works after the suspension is lifted. During the period of time this Contract is suspended, the Employee shall be considered to be on an unpaid furlough until such time as the suspension is lifted. In the event the Contract is terminated as provided for herein, the Employee shall be paid for all

time he/she works up to the point of termination, and neither party shall have any further obligation to the other under this Contract upon the effectiveness of the termination.

This subsection does not include situations in which the school building is closed, but the school continues to provide educational services to its students remotely or at another alternate location.

A R T I C L E V I I I

SENIORITY

Section 1

A. There will be two levels of seniority within the secondary schools as follows:

1. School seniority is based on the length of continuous service in a particular secondary school.

2. System seniority is based on the length of continuous service within the secondary school system.

3. Beginning with the 2000-2001 school year, in the event two (2) or more newly hired teachers have identical school and Diocese of Youngstown secondary school experience, their ranking will be determined by Diocese of Youngstown elementary school experience, if applicable. (Teachers hired prior to the 2000-2001 school year are grandparented and not affected by this clause.)

4. If two (2) or more teachers have identical school and Diocese of Youngstown seniority, then their ranking will be determined by their total teaching experience.

5. Teachers who have tenure will be ranked according to the date they attained tenure.

6. Conflicts in seniority listing, at this point, shall be resolved by the date the teachers signed their first secondary school system contract.

B. School and system seniority rights are granted to teachers and high school administrators who were once high school teachers in the Diocese of Youngstown: 1. who have an Ohio permanent certificate or licensure (resident

educator or professional educator) in any secular subject; or 2. who have completed all requirements for Catholic high school religion teachers as designated by the Office of Religious Education and received the appropriate certificate in any religious subject. School and system seniority rights shall not be granted or accrued for any teacher and administrator in an area which he/she is teaching with a non-tax certificate, however, he/she shall continue to accrue seniority rights in areas that he/she is licensed/certified even though even though they may not be teaching in their licensed/certified area(s).

C. When a teacher who is teaching with a non-tax certificate receives Ohio licensure as defined in Section 1B above, he/she shall then be credited with both school and system seniority that was accrued during the time he/she was teaching with a non-tax certificate.

D. Teachers only on a non-tax certificate as part of Diocese of Youngstown policy and as required by contract must take classes towards licensure and do not take the contracted number of classes/academic hours may be non-renewed if they do not meet the academic requirements. If they, at the principal's discretion, retain their job despite not meeting the contractually required classes/academic hours, they will not move up a step in pay.

E. Teachers who have both a nontax and a professional license must keep their professional license current. Teachers hired prior to the 2017-18 school year who have allowed their professional license to lapse will not be bound by this section.

Section 2

A. On or before December 1 of each year, the Office of Catholic Schools shall supply to the Confederation and shall post in the individual high schools a complete listing of all teachers in the secondary school system arranged according to system seniority and school seniority. Both listings shall also include a listing of the teacher's area(s) of licensure/certification. The seniority information for teachers on layoff or an approved leave will be included on the annual school and system seniority lists (italicized with reason noted).

B. Teachers shall have until January 15 of each year to call attention, in writing, to errors or to file a grievance with the local school administration concerning their position on the seniority rosters. Any position of said rosters not challenged, in writing, on or before such date shall be considered final and not subject to grievance.

Section 3

A teacher hired after the opening of school and prior to February 1 of the school year in which he/she was hired shall have this partial satisfactory experience credited as a full year for seniority purposes. Those teachers hired after February 1 will not be credited with this teaching experience for seniority purposes.

Section 4

If a teacher who has taught in the secondary school system as a full-time teacher and left in good standing is rehired, that teacher shall return with system seniority, if any, previously acquired as of the date of departure, provided the teacher is rehired within two (2) years of prior service. This does not apply to a teacher who has accepted a buyout under Article XXIV, Section 3A.

Section 5

A. Subject to the limitations set forth below, elementary and secondary school administrators, as well as staff personnel from the Office of Catholic Schools, have the right to return to a full-time teaching position in one of the following schools:

1. the school in which the administrator or diocesan staff person previously served as an administrator; or
2. any school in which the administrator or diocesan staff person previously taught on a full-time basis.

An administrator or diocesan staff person shall not have the right to return to a full-time teaching position if he/she was terminated or non-renewed from his/her previous position. Further, the right of an administrator or diocesan staff person to return to a full-time teaching position is limited by the layoff and seniority policies of the school to which the administrator or diocesan staff person may return.

B. If the administrator or diocesan staff person is eligible to return to a full-time teaching position in more than one school, the assignment shall be made by the superintendent of schools in his/her sole discretion.

C. Administrators and diocesan staff personnel who return to full-time teaching positions shall be credited with school and/or system seniority that they accrued while teaching in the diocesan schools.

D. In addition to the seniority accrued as indicated in section C above, administrators shall also be credited with school and/or system seniority for the years of service in their administrative capacities. School seniority shall be only for the school in which he/she served as administrator.

E. In addition to the seniority accrued as indicated in section C above, diocesan staff shall also be credited with system seniority for the years of service in their administrative capacity.

F. The teaching position to which the administrator or diocesan staff person may return will be determined by school building seniority or cluster seniority previously accrued in each school or a consolidated school and any seniority accrued as an administrator in that particular school, all in accordance with the layoff and seniority policies for the school to which the administrator or diocesan staff person may return.

G. The administrator's or diocesan staff person's return to a full-time teaching position may result in a teacher with less seniority being bumped from his/her teaching position. If a bump occurs, the layoff procedure set forth in Article IX of this contract shall govern.

Section 6

In the event of a layoff, pregnancy or prolonged illness, a teacher shall retain all seniority rights for a period of two (2) years without accrual of additional seniority rights over the period of absence.

Section 7

A. All teachers shall accrue seniority based on their percent of contract. Full-time (100%) teachers shall accrue one (1) year of seniority for every year of

full-time service. Part-time teachers shall accrue seniority based on the percentage of contract they have for a given year. For example, a 50% teacher shall accrue .5 years of seniority for that given year. When the part-time teacher becomes a full-time teacher, he/she shall keep whatever partial year of seniority he/she has accrued.

B. Substitute teachers who are appointed to a regular full-time or part-time teaching position shall receive credit for seniority by counting from the first day that their continuous substitution began except as modified by Article VIII.

A R T I C L E I X

LAYOFF AND RECALL POLICY

Section 1

For the purpose of this contract, a valid State of Ohio teacher license/certificate means a resident educator license, professional educator license, an alternative educator license, a permanent teaching certificate, a non-tax certificate, or valid high school catechist certificate, in the case of a religion teacher.

In the event it becomes necessary to reduce teaching personnel to conform to any constriction in any individual school, such reduction of teaching personnel shall be made in the following manner:

A. No tenured lay teachers shall be laid off so long as a non-tenured lay teacher is retained in the affected school in any field in which the tenured teacher holds a valid State of Ohio professional educator license, an alternative educator license, a permanent teaching certificate or a valid high school catechist certificate in the case of a religion teacher.

B. Except as modified in Article IX, Section 1A above, lay teachers who hold a valid State of Ohio certificate (provisional, professional or permanent) or valid State of Ohio license (resident educator or professional), alternative educator license, or valid high school catechist certificate in the case of a

religion teacher will be laid off in the affected academic area in order of school seniority in accordance with the applicable school seniority roster.

If two (2) or more lay teachers have identical school seniority, then system seniority shall govern. If two (2) or more lay teachers have identical system seniority, then total teaching experience shall govern. Conflicts in seniority listing at this point shall be resolved by the date the lay teachers signed their first secondary school system contract.

C. When all staffing of persons fully certificated in their subject areas of assignment has been completed in a particular high school and there remain(s) one (1) or more positions for which there is no teacher available with a valid Ohio license/certificate in a particular subject area, persons who have already served in that/those position(s) under non-tax certification in that particular school will be considered first to fill the position. The teacher in that particular school who has taught the longest time under non-tax certification in that particular subject area will be given first consideration for that position. If that person is unavailable for some reason, the position will then be given to the person in that particular school with the next longest service under non-tax certification in that subject area. If no one in that particular school fits into the above category, the available person with the most hours of preparation in that subject area will receive the next consideration for the position, and that person will secure a non-tax certificate to cover that assignment. If two (2) or more teachers in that particular school have the same number of college credits in the teaching area in which the opening exists, then school seniority in any area of valid licensure/certification as defined in Article VIII, Section 1C, shall govern. If two (2) or more teachers have the same school seniority, then system seniority shall govern. If two (2) or more teachers have the same school seniority and system seniority, then total licensed/certified teaching experience shall govern. Conflicts in seniority listing at this point shall be resolved by the date the lay teachers signed their first secondary school system contract.

D. A full-time teacher who is offered a part-time contract shall be placed on the recall list and afforded all rights of this Article.

E. Any part-time teacher who is offered a reduced contract less than his/her previous year employment status shall be placed on the recall list and afforded all rights of this article. If more than one part-time teacher, as defined in this paragraph, is placed on the recall list, then they shall be listed by system seniority. If the part-time teacher is returned to the previous year or greater employment status (percent of contract) prior to the 30-consecutive-month time limitation, the teacher shall be removed from the recall list. In the event of a further reduction, a new 30-consecutive-month time limitation becomes effective.

F. The only exception to this process is Article XXIV, Buyout Option.

G. All teaching positions, as they become available, are posted on the Diocese of Youngstown, Office of Catholic School's website.

Section 2

A tenured lay teacher who has been notified that he/she is to be constricted through notification of a school closing, which closing is not the result of a corporate merger as detailed in Article IX, Section 4 A, shall have the right to request a transfer to any school and shall be granted the transfer as soon as an opening is available in his/her area(s) of licensure/certification as noted in Article IX, Section 1A. Such lay teacher shall retain system seniority rights. However, the teacher requesting the transfer shall not be given any preference if there is a teacher on the recall list with the same licensure/certification from the school to which the tenure teacher is requesting the transfer.

Section 3

A. Except as modified in Article IX, Section 2, no new teacher, lay, religious or priest, shall be employed to fill a vacancy in the subject area previously staffed by a lay teacher who was laid off from a high school represented by the Confederation within the Diocese within 30 months from the date of the teacher's layoff letter until such time as the open position has been offered, according to system seniority, to a lay teacher with a valid State of Ohio license/certificate or valid religious education certificate in the case of a religion teacher whose name appears on the recall list.

A teacher on the lay-off list has the responsibility to make his/her availability known to the Office of Catholic Schools (current address, phone, email address, and vacation plans) throughout the hiring process. When a teacher on the lay-off list is hired in a teaching position, the teacher must notify the Office of Catholic Schools to remove him/her from the lay-off list.

When an opening occurs in a Diocesan high school represented by the Confederation, the administrator contacts the Office of Catholic Schools to post the position on the Diocesan website (www.doy.org). The administrator seeking a teacher will contact and interview any teacher on the lay-off list that has the appropriate credentials for the position according to seniority status within five days of posting.

The offering of the position will be in person or by phone. Once the position has been offered, the teacher shall accept or reject that offer within 24 hours. Failure to respond in the 24-hour period shall be constituted as a refusal of the offer. When that offer is refused, the next teacher holding a valid state of Ohio license/certificate or religious education certificate shall be offered the position.

The administrator will notify the Office of Catholic Schools and the Confederation President of any acceptance or rejection to an open position within 24 hours. A teacher may refuse a full-time position once and remain on the recall list. If a teacher refuses a second full-time position during the 30-month recall period, he/she shall forfeit all recall privileges as of that date.

B. The Bishop reserves the right to assign a priest or religious with the proper credentials to a faculty position when an opening exists. Such appointment is exempt from the lay-off procedure.

Section 4

A. If two (2) or more corporations which operate schools subject to this Basic Contract are merged such that the corporate charter of at least one (1) or more corporations is cancelled and merged out of existence as a matter of record with the Ohio Secretary of State, then in such event, the school associated with the surviving corporation whose corporate charter has not been merged out of existence, shall be staffed with teachers from the school whose

corporate charter survives as a matter of record with the Ohio Secretary of State as well as teachers from those school(s) whose corporate charter was cancelled and merged out of existence as a matter of record with the Ohio Secretary of State, as follows:

1. Religious and priests who hold a valid State of Ohio license/certificate or religious education certificate shall be hired first to staff existing openings.

2. Tenured teachers who hold a valid State of Ohio license/certificate or religious education certificate shall be then hired in the order that they appear on the official system seniority roster.
3. Any teaching openings that remain shall be staffed by lay teachers who hold a valid State of Ohio license/certificate or religious education certificate in the order of highest system seniority as indicated on the official seniority roster.

4. If there are any teaching positions still available, the positions shall be offered to the lay teachers holding a valid State of Ohio license/ certificate or religious education certificate who are presently on the recall list.

B. Any teacher in their fourth year or more of service to any school which is involved in a corporate merger as more fully detailed in Article IX, Section 4 A as stated above who is not offered a position at the school operated by the surviving corporation, shall be placed on the lay-off list.

C. When a corporation which operates a school which is subject to the Basic Contract is to be dissolved or cease operation of the school and/or when two or more corporations which operate schools which are subject to the Basic Contract are to be merged, the Confederation and the teaching staffs of any affected school shall be officially notified in writing by April 1st. If there is serious consideration of a merger or cessation of operations, the Confederation leadership will be informed in advance so that mutual discussions can be held with the Office of Catholic Schools and the Confederation leadership with the intent of transparency and collaboration before any action is officially announced. It is agreed that the right to

determine whether a school will cease operations and/or whether any corporation which operates a school should be dissolved or merged with another legal entity lies exclusively with the Diocese of Youngstown.

Section 5

A list of all laid off teachers and reduced contract teachers will be compiled by area(s) of licensure/certification and system seniority. This list will be distributed to each high school and the Confederation. This list shall be posted in each high school for a period of 30 days. This list shall be compiled and distributed by May 15 of each year.

Section 6

All layoffs of lay teachers shall conform to the provisions of this contract unless otherwise mutually agreed to by the Confederation and the Office.

A R T I C L E X

TENURE

Section 1

The term "tenure" as used herein means that those members of the teaching staff who have "tenure" shall have permanent and continuous employment, but said employment is expressly subject to the terms of the Basic Contract. However, the services of any such member may be terminated for serious inefficiency, moral turpitude or for willful and persistent violations of reasonable regulations of the Office of Catholic Schools as stated in Article VII, Section 3B, C and D.

Section 2

Tenure shall be granted a teacher who at the time of application has completed four consecutive years of teaching in a Youngstown diocesan school at the level for which tenure is granted and has acquired a five-year professional educator's license and a master's degree. A teacher can acquire tenure by this process by submitting proof of the completion of the stated requirements to the principal no later than October 15. Tenure will be granted to the teacher on November 1 of the same year.

Section 3

Teachers who have acquired tenure will no longer sign an annual contract each spring. Each year, by April 22, tenured teachers shall receive salary notification from the Office of Catholic Schools stating their salary for the ensuing school year. The teacher shall sign all three (3) copies and return two (2) copies to the principal by May 1, keeping one (1) copy for his/her own record. The principal shall forward one (1) copy to the Office of Catholic Schools and retain one (1) copy for the school files.

Section 4

To retain tenure, a teacher must keep current the Ohio Professional License they had when granted tenure. Religion teachers must keep their Religious Education Certificate current. If certification lapses, the teacher will lose tenure. Teachers hired prior to the 2017-18 school year who have allowed their professional license to lapse will not be bound by this clause.

A R T I C L E X I

PERSONNEL FILES

Section 1

Two (2) files will be maintained for each teacher: one (1) in the Office of Catholic Schools and one (1) in the school of employment. The teacher, president/principal and Office of Catholic Schools administrators are the only persons who may put materials into the personnel files. Only the principal or assistant principal may conduct the official year end evaluation.

Section 2

A. Access to the files shall be limited to the Bishop, Executive Director of Pastoral and Educational Services, Superintendent, Assistant Superintendent, other Office of Catholic Schools administrators, president/principal**,** teacher**,** any legal counsel represented by the foregoing.

B. The teacher shall have the opportunity to examine the contents of his/her personnel files upon request. A representative of the Confederation may

accompany the teacher in such examination. Access shall include the right to copy, at the teacher's expense, any material in his/her files. Such copies will be identified as unofficial. The teacher's access rights do not extend to pre-employment letters, recommendations, or interview notes.

C. The diocesan file will be reviewed in the office of the Director of Certificated Personnel and the school file in the office of the president/principal. A member of the Office of Catholic Schools or the principal must be present during the examination.

D. The purpose of the personnel files is to maintain a professional, accurate, and objective record of a teacher's employment in the diocesan schools.

E. No document shall be placed in the diocesan office file or in the school file unless the teacher has originated the document or has received a copy or has signed it. This paragraph does not extend to pre-employment letters, recommendations or interview notes.

F. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copies.

Section 3

A. The Office of Catholic Schools' file will contain the following:

1. current valid teaching license/certificate;
2. current valid catechist certification--Diocese of Youngstown;
3. application form;
4. transcripts;
5. authorization and verification for diocesan Safe Environment Policy for the Protection of Children and Vulnerable Adults;
6. acknowledgement of receipt of Safe Environment Policy for the Protection of Children and Vulnerable Adults;
7. Virtus certificate of attendance;
8. contract or salary notification for each year of service;
9. annual administrator evaluations;
10. official administrative correspondence concerning the teacher;

11. separation of employment form.

B. The teacher's school file will contain:

1. current valid teaching license/certificate;
2. current valid catechist certification--Diocese of Youngstown;
3. application form;
4. Employment Eligibility Verification (Form I-9);
5. transcripts;
6. authorization and verification for diocesan Safe Environment Policy for the Protection of Children and Vulnerable Adults;
7. acknowledgement of receipt of Safe Environment Policy for the Protection of Children and Vulnerable Adults;
8. BCI and FBI report;
9. annual contract or salary notification for each year of service;
10. Acknowledgment of Receipt of Diocese of Youngstown Personnel Policies and/or Receipt of Basic Contract Between Diocesan Confederation of Teachers and Diocese of Youngstown (or parish/system in the case of elementary schools);
11. Virtus certificate of attendance;
12. annual administrator evaluations;
13. official administrative correspondence concerning the teacher;
14. separation of employment form.

Section 4

A. No material derogatory to a teacher's contract, service, character, or personality shall be placed in the files unless the teacher has read and has had the opportunity to discuss the material with the author. The burden of initiating the discussion lies with the teacher. If such discussion has not taken place within 30 days, the material will be discarded if the fault lies with the author or entered into the files with appropriate notation if the fault lies with the teacher. Determination of fault will be made by the president/principal based on a log presented by the teacher listing dates and times of attempted contacts, results of each contact, appointments made and broken, and any other pertinent data the teacher deems advisable. The teacher shall

acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the issue of the derogatory material is sustained after review by the proper administrative representative, the material shall remain in the personnel files for four (4) years. After the four- (4) year period, the teacher may request, in writing, that the material be removed. Upon receiving the request, and after notification of the Office, the president/principal and the Office shall remove the material unless it is a violation of the Diocesan Safe Environment Policy for the Protection of Children and Vulnerable Adults.

B. Derogatory materials from parents, students, or other persons outside the educational field shall not be placed in the teacher's personnel files. In the event that the president/principal feels a clarification of the said material is in order, he/she shall schedule a meeting with the teacher and all the involved parties. After such a meeting, if the president/principal deems it necessary, a written summary of the meeting may be placed in the teacher's personnel files. Upon request of the teacher, a Confederation representative shall be permitted to attend such meetings.

C. No detrimental or derogatory material from sources other than those from the personnel files may be introduced in a disciplinary action against a teacher unless the teacher has been supplied a copy of the material being used at least two (2) weeks in advance of such action unless the material is of such a serious nature that it requires immediate action in which case the teacher would be given a copy of the material at the time such action is initiated and provided that the material is not more than one (1) year old.

D. A teacher shall be entitled to a copy of any material in his/her files. Such copies will be identified as unofficial.

E. Materials must be in the personnel files within six (6) months after the cause of a complaint or grievance arises or could have been commonly known. Materials which are initially placed in the files within the prescribed six (6) months, but are more than one (1) year old at time of entry, cannot be used

against the teacher unless deemed a violation of the Diocesan Safe Environment Policy for the Protection of Children and Vulnerable Adults.

F. Information contained in the personnel files relevant to matters pertaining to serious inefficiency, moral turpitude, or willful and persistent violations of reasonable regulations of the Office and diocesan policy will be maintained in the files for a period of four (4) years. After four (4) years, the teacher may request that such material be removed from the personnel files. Upon receiving this request and after notification of the Office, the president/ principal and the Office shall remove the material unless it is a violation of the Diocesan Safe Environment Policy for the Protection of Children and Vulnerable Adults.

A R T I C L E X I I

TEACHING ASSIGNMENT AND SCHEDULING

Section 1

A. Nothing in this Article shall be construed as inhibiting any teacher from voluntarily undertaking school responsibilities during or after the school day which are beyond the sections outlined under this Article.

B. If a teacher does not wish to volunteer for any assignment which is beyond the terms of this Article, he/she is free not to do so.

C. In either case, the teacher's right to volunteer or not to volunteer shall be without prejudice to his/her standing in the secondary school system and without censure from the Office or the Confederation.

D. When a teacher is requested to or volunteers to accept an assignment which is beyond the terms of this Article, he/she shall be given the completed volunteer form (See Appendix C) for his/her signature which need not be returned sooner than 48 hours after receipt of the said request in order to

demonstrate, in writing, his/her willingness to voluntarily accept the assignment. A copy of the signed volunteer form shall be placed in the teacher's personnel file, and a copy sent to the Confederation within ten (10) days after the teacher has signed the form. The only time the volunteer form is used is when the class size is over the student maximum or the number of class preps exceeds the limit.

Section 2

A. The school year(s), 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, covered by this contract, shall be as follows:

Instructional/Professional Mtg./Inservice/Clerical	Parent/Teacher Conference	Total Days
187	2	189

If required, time spent on open house, registration, or like circumstances during non-school hours will be applied against inservice time allotted for the school year. Up to two open houses can be considered one teacher inservice day.

B. One (1) of the days in the school year shall be designated as a clerical day. This day shall be optional for the teacher to attend provided that he/she has adequately performed all clerical duties as indicated by the local administration.

C. Each building principal shall present to the local building representative of the Confederation the calendar of the school year at the opening teachers' meeting. Such calendar shall list the exact dates for instructional, inservice, professional meetings, and clerical days. Teachers new to the Diocese of Youngstown will be notified of the Orientation Program for New Teachers which all teachers new to the Diocese will be required to attend during their first year of service.

D. Inservice days may be added as determined by the individual building principal in consultation with teachers. All efforts will be made not to schedule inservice dates prior to one week before the first day of scheduled

classes or after the last clerical day. The stipend/compensation will be determined by the building principal in consultation with teachers.

E. The length of a contractual work day for teachers shall be a maximum of eight (8) hours.

Section 3

A. Required conferences or institutes will be held within the boundaries of the Diocese of Youngstown. Any conferences outside of the boundaries of the Diocese of Youngstown will be optional.

B. The Office of Catholic Schools or the high school will pay registration fees for workshops or institutes that are required.

C. Teachers who are working towards diocesan certification in religious education shall pay for any college credit courses which are required and/or sponsored by the Office of Catholic Schools and/or Religious Education and/or universities.

D. All individual professional development points for the first semester will be reported by the end of the first semester. All individual professional development points for the second semester will be reported by April 1. It is the responsibility of the building principal to ensure that all professional development points are reported on time.

E. Members of the school faculty may be invited to participate in the planning of local inservice activities.

Section 4

No teacher shall be assigned to teach subjects outside that teacher's field of licensure/certification.

Section 5

A. Each teacher shall have 200 minutes of professional preparation or conference time per week.

B. The preparation period is not to be scheduled before the first class begins or after all the students are dismissed for the day.

C. The preparation period must consist of at least 40 consecutive minutes.

D. Every effort shall be made, by the local administrations, to provide each department chairperson a supervisory duty which will, when requested by the department chairperson, enable the local administration to release the department chairperson from their supervisory duty in order that the chairperson can perform departmental responsibilities.

E. If a department has four (4) or more teachers, that department chairperson will be granted an additional 200 minutes of professional preparation or conference time per week when possible.

Section 6

A. The administration of each school shall limit the number of preparations to four (4) for an individual teacher.

B. A preparation shall be defined according to differences in subject matter (separate title and text). The number shall be determined according to this definition for each grading period.

C. Every effort shall be made to equitably distribute the number of preparations given the teachers in each department.

D. The preparation limit may be waived upon mutual agreement between the local administration and the teacher.

Section 7

A. A twenty-eight to one (28:1) class ratio is recommended for teachers. However, no class shall exceed 33 without agreement of teacher as stated in Article XII, Section 1, Item D.

B. Each teacher shall not instruct more than 168 pupils per day.

C. All classes or courses that require student stations such as chemistry, physics, biology, vocational shops, home economics, drafting, language laboratories, shall be limited to the number of stations available and shall be consistent with the twenty-eight to one (28:1) recommended class ratio for teachers that no class shall exceed 33 without agreement of the teacher as stated in Article XII, Section 1, Item D.

D. The following classes are excluded from the aforementioned class size limits: physical education, band, choir, and Christian Service.

E. The administration of each school shall email and/or distribute hard copies of a list of teachers and the number of pupils per class session that each teacher has been assigned. This list shall be posted on or before November 1 of each year and a copy given to the local building representative. It shall be understood by both the Confederation and the Office that this list is public information.

F. The class-size limitation may be waived by mutual agreement between the local administration and the teacher.

G. When possible, the administration of every high school shall attempt to have all classes not exceed 25 students in which the writing of themes, term papers and other lengthy written assignments given to students as a part of the course of study as designated in the school's curriculum guide or its counterpart.

Section 8: Absentee Replacement

A. The principal shall, as far as possible, design a master schedule including a substitution and/or supervision assignment for each teacher. This assignment should be included in the normal instructional assignment of an ample number of teachers to cover potential absenteeism. This assignment is in lieu of an instructional assignment and should appear on each teacher's schedule at the beginning of the school year.

B. Records of such substitution are to be kept and are to be made available to any teacher upon request.

C. The provision (Section 8A) is in no way to be considered as allowing infringement upon the period of professional preparation or the teacher's scheduled lunch period.

D. When the local administration knows in advance that a teacher's absence from school is to be three (3) days or longer, every effort shall be made to hire a substitute in the same area of licensure/certification as the absent teacher.

Section 9

A tentative teaching schedule shall be given to each teacher 30 days prior to the first day of school or by August 1st. This schedule shall include:

1. course assignments;
2. homeroom (if any);
3. room assignments;
4. uncompensated extra duties;
5. Schedules including periods assigned to teaching, supervision or substitution periods, duty-free lunch, and professional prep period.

Any course prep change will be communicated as soon as possible to allow for proper planning.

Section 10

A. Teacher assignments shall be made on a basis commensurate with the teacher's professional status. Every attempt shall be made to distribute equitably, on a year-by-year basis, among all teaching personnel, supervisory assignments (e.g., detention, study hall, cafeteria duty, commons, homeroom) and uncompensated extra duties (e.g., club moderators, parking lot duty) so that an undue burden is not placed on any individual.

B. If a teacher is assigned to supervise a study hall, the local administration shall make every effort to provide adequate and effective study hall supervision by providing one (1) teacher for every 50 students.

Section 11

Each teacher shall have a duty-free lunch period.

Section 12

At the time of issuance of the teaching schedule, assignment of not more than two (2) uncompensated extra-duty assignments may be made.

Section 13

A. If through the utilization of the established curriculum planning procedures of the school a course can be added to or maintained in the curriculum by utilizing the existing staff, the course shall be incorporated provided that at least 15 students are enrolled in class after the first 15 days of the school year.

B. Courses with a final enrollment of less than 15 students after the first 15 days of school shall be given due consideration by the local administration. The school may discontinue the course.

Section 14

A. Faculty and departmental meetings shall not extend more than one (1) hour after the students are normally dismissed for the day.

B. Teacher attendance beyond the one (1) hour limit indicated above shall be voluntary and not subject to question by the local administration or department chairperson.

Section 15

A. The diocese shall provide excess automobile liability coverage applicable to teachers transporting students and/or faculty members as part of any authorized school activity.

B. A letter verifying the certificate of insurance shall be on file at the Diocese of Youngstown finance office and subject to inspection by the Confederation.

C. The Confederation shall be notified of any changes in the excess automobile coverage provided under Article XII, Section 16.

D. Employees must complete the DOY Employee/Volunteer Driver form and have it on file in the school office in order to transport students for any reason.

Section 16

When placement examinations, college boards, merit scholarship tests, etc., are to be administered at a school, the administration shall post the date and time of the specific examination. Faculty members who wish to supervise the exam shall sign up on an appropriate sign-up sheet. The administration shall then make supervision assignments from the sign-up list according to the school seniority roster. The assignment of supervisors must be in compliance with regulations set forth in the testing administration manual governing that specific test.

A R T I C L E X I I I

LEAVES

Section 1

Each of our schools has made the effort to staff itself with excellent teachers in each academic field. The consistency of having that teacher present to the students each day leads to the success of the instructional program along with the efficient operation of the school day. Therefore, it is imperative for each subject teacher to make his/her best effort to be at school each day to fulfill his/her obligation to our students and the entire school staff.

Section 2: Sick Leave

A. A teacher shall be permitted one and one-half (1-1/2) days for personal illness or physical disability, without salary deduction, for each month of service completed, and such days shall be limited to a cumulative total of 189 days. Sick leave is leave from work for a short duration of time (not to exceed ten (10) consecutive working days) due to one of the following events: (1) an unexpected/acute illness or injury to the teacher, the teacher's spouse, the teacher's child/ step-child, the teacher's parent/step-parent, the parent/stepparent of the teacher's spouse, a disabled adult living in the teacher's home. (2) a planned absence from work, with prior notification to the principal, so that the teacher, the teacher's spouse, the teacher's child/

step-child, the teacher's parent/step-parent, the parent/step-parent of a teacher's spouse, or a disabled adult living in the teacher's home may secure medical treatment, or (3) to address a chronic illness of the teacher, the teacher's spouse, the teacher's child/step-child, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, or a disabled adult living in the teacher's home, and in all of the foregoing circumstances there is the expectation that the teacher shall return to work after the short absence not to exceed ten (10) consecutive working days.

If the teacher's absence from work for a period of time is to exceed ten (10) consecutive working days and is due to the illness (acute or chronic) or injury to the teacher himself/herself, then in such event, the teacher's continued absence shall be governed by Section 2 Sick Leave.
However, if the teacher's absence from work for a period of time is to exceed ten (10) consecutive working days and is due to illness (whether acute or chronic) or injury to someone other than the teacher himself/herself, then in such event, the teacher's continued absence from work for any period of time greater than ten (10) consecutive working days shall be governed by Section 6 Extended Illness.

Refer to Section 4F of Article XIII for sick leave/ buyback information.

B. When a teacher's sick leave account is depleted, a day's salary is deducted for each day's absence. A day's salary is defined as the gross salary divided by the number of days in the school year as defined in Article XII, Section 2A.

C. A teacher who has exhausted his/her sick leave, or a new teacher, may be advanced sick leave which could be earned during the remainder of the year. Unearned sick leave charged to a teacher will, at the end of the contract year, result in loss of pay for the days unearned.

D. Each school year, upon request, the individual teacher shall be notified, in writing, as to the number of sick days and personal days available to him/her.

E. In the event of an extended absence (ten [10] consecutive working days or more) due to a teacher's illness or disability impacting the teacher himself/herself, the president/principal reserves the right to require the

teacher to submit to a physical examination from time to time regarding the teacher's condition. The superintendent, in such event, also reserves the right to require the teacher to submit to a physical examination from time to time by a physician to be selected and approved by the superintendent at the expense of the Office of Catholic Schools. All further decisions concerning the teacher with respect to such absence will be based on the findings of the physician so selected and approved by the superintendent. Any teacher who refuses to be examined by a physician approved or selected by the superintendent will be considered to be in violation of this section and may be subject to termination.

F. After an extended absence (six [6] consecutive working days or more) due to illness or disability impacting the teacher himself/herself, a statement from the attending physician must indicate that the teacher has or has not recovered sufficiently to perform all of the regular assigned work, but such statement shall not be binding on the president/principal. The president/principal reserves the right to implement the procedures provided for in Section E immediately above.

G. Should the doctor (either the attending physician or the doctor selected or approved by the superintendent) at any time during the absence of a teacher from his/her employment under this section due to an illness or disability impacting the teacher himself/herself indicate the teacher is capable of performing his/her regular job function and should the teacher choose not to report to work thereafter, the teacher will be terminated.

H. Teachers shall have the right to donate sick days to their colleagues who teach in the same school. However, any received days over a total of 15 will require approval by the superintendent/ designee. The school building representative will be responsible for keeping track of donations and requests for donations. These days are meant for serious documented illness/injury and may only be used after the affected teacher has exhausted all of their leave days for the school year. Each donated day must be documented on the leave form. The decision of the superintendent is final and non-grievable.

Section 3: Funeral and Critical Illness Leave

A. A teacher shall be permitted a maximum of eight (8) days per year, without a salary deduction, for absence due to critical illness, death, and/or funeral, and such days will not be charged to the teacher's sick leave account.

B. Funeral leave may be taken for the teacher's spouse, the teacher's child/stepchild, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, the teacher's grandparent, the teacher's grandchildren, the teacher's brother or sister, or a disabled adult living in the teacher's home.

C. Critical illness shall be defined as a serious trauma, life threatening illness, life-changing event or disability, hospice, or major non-elective surgery/treatment to teacher's spouse, the teacher's child/step-child, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, the teacher's grandparent, the teacher's grandchildren, the teacher's brother or sister, or a disabled adult living in the teacher's home. All other health-related situations, including those treatments associated with chronic illness, will be considered sick days and will be deducted from the teacher's sick leave account.

D. To be considered a critical illness leave, a signed statement from a medical doctor documenting the critical illness must be turned in to the school administrator within 7 days or the absence will be charged to the teacher's regular sick leave account.

E. After funeral and critical illness leave has been exhausted, additional days may be taken by the teacher. These additional days will be deducted from personal leave and/or sick leave accounts. After both personal and sick leave accounts are exhausted, the teacher may apply for an extended illness leave, as defined in Section 6 of this Article

F. To be considered a critical illness leave, a signed statement from a medical doctor documenting the critical illness must be turned in to the school administrator within 7 days or the absence will be charged to the teacher's regular sick leave account.

G. After funeral and critical illness leave has been exhausted, additional days may be taken by the teacher. These additional days will be deducted from personal leave and/or sick leave accounts. After both personal and sick leave accounts are exhausted, the teacher may apply for an extended illness leave, as defined in Section 6 of this Article.

Section 4: Personal Leave

A. A teacher may be absent for personal reasons, without salary deduction, not more than three (3) days in any one (1) school year.

B. Personal leave will not be granted in the first 20 contracted days of the school year or the last 20 contracted days, on the day preceding or following a holiday or vacation, or on a scheduled inservice day unless approved by the building president/principal. The president/principal may grant a personal leave day during these restricted time periods, but the teacher should share the reason for the request with the president/principal.

C. Requests for personal leave shall be submitted, in writing, to the building president/principal 48 hours in advance of the anticipated absence unless circumstances make compliance impossible, in which case the president/principal shall be notified as soon as reasonably possible.

D. Such personal leave days shall not be deducted from the teacher's accumulated sick leave days.

E. Personal leave days do not accrue for use.

F. All unused personal days shall be credited to the teacher's sick leave account for purpose of buyback only. If the total of unused personal and sick days exceeds 189 days at the end of a school year, those days in excess of 189 days will be bought back at the rate of $50 per day, payable no later than June 30 of the current fiscal year.

G. The number of teachers taking personal leave on any one (1) school day shall conform to the following:

1. If teaching staff is zero to fifteen (0-15) the number of teachers per day is two (2);

2. If teaching staff is 16 or more, the number of teachers per day is three (3).

Excess of this number is at the discretion of the president/principal.

Section 5: Professional Leave

A. A teacher shall be granted, without salary deduction, not more than two (2) days in any one (1) school year to visit another school or to attend local, district, state, and/or national meetings, bona-fide clinics involving extracurricular activities, or conferences of a professional nature. Such professional leave days may be denied by the president/principal if the teacher's absence will disrupt the continuity of instruction or if the president/principal deems the leave unprofessional. Such refusal by the president/principal shall be submitted to the teacher in writing. It is understood that the teacher's professional leave entails no financial obligation to the school such as registration fees, travel expenses or any other personal expense necessary to attend such meetings.

B. Requests for such professional leave shall be made to the president/principal at least seven (7) days before the anticipated absence unless it can be shown that late notification necessitates a waiver of this time requirement.
A teacher shall submit written documentation to validate the teacher's attendance at such visitations, conferences, or meetings.

D. Such professional leave shall not be deducted from the teacher's accumulated sick leave days.

E. Upon approval of the president/principal, additional professional leave days may be granted.

Section 6: Extended Illness

A. If a teacher is absent from work for a period of time which exceeds ten (10) working days and said absence is due to the illness (whether acute or chronic) or injury to someone other than the teacher himself/herself, then in such event, the teacher's continued absence from work for any period of time greater than ten (10) working days shall require the prior written permission of the president/ principal. If the president/principal grants the teacher's request hereunder for leave greater than ten (10) working days, then in such event, the additional days of leave granted by the president/principal shall be designated as Extended Illness leave days which Extended Illness leave days

shall be unpaid unless the teacher requests in writing, and the president/ principal approves said request, that the teacher receive pay for each Extended Illness leave day (by deducting from the teacher's sick leave inventory one day for each Extended Illness day). Consideration will be given for a spouse or child.

B. Any member of the licensed/certificated staff who exhausts sick leave may, upon request, be granted an unpaid leave of absence for the remainder of the current school year. Upon request of the member and the approval of the Superintendent, unpaid leave shall be extended for one (1) more school year.

C. All requests for an Extended Illness leave greater than thirty (30) working days must be made, in writing, to not only the president/ principal but also, the superintendent of schools and shall state the length of the leave, if possible, and must be accompanied by a statement from a licensed physician indicating the reason for the leave.

D. A teacher returning from an Extended Illness leave due to an illness or injury suffered by the teacher himself/herself shall obtain a statement from a licensed physician releasing him/her to return to work.

E. Upon return to the diocesan high schools, the teacher shall be placed on the salary step following the step which he/she was paid on his/her last Diocese of Youngstown individual contract as long as the teacher has taught a minimum of 120 days during the previous year.

F. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of extended illness shall conform to Sections 1 through 19 respectively of this Article.

Section 7: Leave of Absence (Unpaid)

A. A leave of absence of one (1) year duration may be granted and is not renewable.

B. A leave of absence must be concurrent with a school year.

C. Upon return to the diocesan high schools, the teacher shall be placed on the salary step following the step which he/she was paid on his/her last Diocese of Youngstown individual contract.

D. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 8: Pregnancy Leave

A. A teacher may request and shall be granted an unpaid pregnancy leave of absence on the conditions set forth below.

B. A teacher shall notify the president/principal and the superintendent's office, in writing, of her intent to take a pregnancy leave of absence. The notice must contain all necessary information, including the date on which the teacher wishes to commence said leave and the anticipated date of delivery. Upon receipt of the above information (Section 8B), the superintendent's office shall confirm, in writing, the pregnancy leave of absence.

D. The pregnancy leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the president/principal and the superintendent's office, in writing, at least 30 days prior to her date of return. Such notification shall be accompanied by a letter from her physician stating that, in his/her opinion, she is capable of resuming her teaching duties.

E. Sick leave, as stated in Section 2 of this Article, may be utilized by a teacher on pregnancy leave of absence only upon the teacher's disability by reason of pregnancy or a pregnancy-related condition during the period of the pregnancy leave of absence. The Office reserves the right to implement the procedures provided in Section 2E of this Article.

F. When the requested date of return substantially interferes with the continuity of instruction, then the president/principal or superintendent's office may

adjust those dates to a more suitable time. The teacher shall be notified, in writing, concerning any adjustment of said dates.

G. When the teacher is reinstated, she will advance to the next step of the pay scale provided the teacher has taught a minimum of 120 days during the previous year.

H. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved pregnancy leaves shall conform to Sections 14 through 19 respectively of this Article.

Section 9: Sabbatical Leave

A. No more than two (2) members of the bargaining unit will be granted leave under this section at any one time.

B. The teacher shall present the superintendent a plan outlining the purpose and goal of the sabbatical leave. Such a plan will have as its primary purpose professional growth in the field of education and must constitute a full-time program as defined by the university of attendance and meet with the approval of the superintendent.

C. Remuneration to the teachers on a sabbatical leave shall only be the difference between the replacement teacher's salary and the teacher's expected salary for one (1) year of leave.

D. Intent to apply for sabbatical leave shall be submitted no later than April 1. Such leave may be granted only for one (1) year and must be coincidental with a normal school year. Finalization of the leave must be completed by June 1.

E. A teacher returning from a sabbatical leave shall be placed on the salary schedule without having lost an increment step. The time spent on sabbatical shall be considered increased experience.

F. At the conclusion of the leave, the teacher shall present evidence that his/her plan was pursued. He/she may be required to return to the diocesan school

system for a period of at least one (1) year. If, against the wishes of the Office, the teacher fails to return for one (1) year of service, he/she shall be required to refund the money which the school advanced. Failure to substantially fulfill the program as approved by the superintendent shall be cause for refund of the money advanced by the school.

G. If more than two members of the bargaining unit request a sabbatical leave during a particular year, applicants shall be selected according to system seniority.

H. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved sabbatical leaves shall conform to Sections 14 through 19 respectively of this Article.

Section 10: Paternity Leave

A. Two (2) days of paternity leave shall be granted each male teacher for the following reasons:

1. to take his wife to the hospital;
2. to take his wife home from the hospital;
3. to stay with his wife in the event of complications.

B. Such days shall not be charged to the unused portion of the teacher's sick leave account.

C. Up to 8 days surrounding the birth of a child may be used from a teacher's sick leave account. Prior notification is to be provided to the principal as possible.

D. A teacher may request in writing an unpaid paternity leave of absence that extends up to the child's first birthday, but may, at the option of the teacher, be for a shorter period of time. The teacher should notify the school principal at least 30 days before the intent to return.

E. When the requested date of return substantially interferes with the continuity of instruction, then the president/principal or superintendent's office may adjust those dates to a more suitable time. The teacher shall be notified in writing, concerning any adjustment of said date.

F. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.

G. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Section 14 through 19 respectively of this article.

Section 11: Jury Duty - Litigant or Witness Leave

A. Teachers will be expected to work on those days when the jury is not actually in session.

B. Teachers shall not have any days deducted from their accumulated sick leave days due to absence caused by jury duty.

C. Teachers required to appear in court as a litigant or witness shall do so only on days required. Teachers will be expected to work on those days when court is not in session.

D. Teachers shall not have any litigant-witness days deducted from their accumulated sick leave account.

Section 12: Adoptive Leave

A. Up to two (2) weeks (10 days) from a teacher's sick account may be used for business surrounding adoption proceedings and bonding with the child. Prior notification is to be provided to the principal as is possible.

B. A teacher who has adopted a child may request and shall be granted an unpaid adoptive child rearing leave of absence for a duration of one (1) year, but may at the option of the teacher be for a shorter period of time.

C. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.

D. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 13: Public, Religious, or Charitable Leave

A. Any teacher who leaves the secondary school system in order to enlist in public, religious or charitable services (e.g., Peace Corps, VISTA) may return to the system as soon as a position is available, without loss of system seniority previously acquired, providing application is made for reemployment within 90 days of discharge from a normal tour of duty with such agency. Such enlistment shall not interrupt a school year.

B. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.

C. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 14

A listing of all applicants who have applied for leaves of absence and sabbatical leaves shall be forwarded to the Confederation office by June 30 of each school year by the superintendent's office.

Section 15

A written notification granting or refusing requested leaves which are contained in this Article shall be forwarded, in duplicate, to the applicant with one (1) copy to be sent to the Confederation office by the superintendent’s office. If the leave is not approved, the written notification shall state the reasons for the denial of said leave.

Section 16

Teachers who are on approved extended illness leaves, leaves of absence, pregnancy leave, paternity leave, adoptive leave and sabbatical leaves shall retain

all insurance, pension and other benefits in conformity with the contract and benefit plan requirements provided that the teacher pays all amounts (including contributions normally paid by the school) as billed or required under any such insurance, pension, or other benefit plan.

Section 17

Teachers who are on extended illness leaves, approved leaves of absence, pregnancy leave, paternity leave, adoptive leave and sabbatical leaves shall maintain both system and school seniority. Teachers who are on approved leave of absence, pregnancy leave, adoptive leave and sabbatical leaves shall maintain accumulated sick days previously acquired before the approved leave.

Section 18

A teacher hired as the replacement (substitute teachers excluded) for a teacher on extended illness leave, approved leave of absence, pregnancy leave, paternity leave, adoptive leave and/or sabbatical leave shall be notified at the time of employment that he/she is a temporary employee and must be notified about the approximate duration of his/her employment. Both the duration and the statement of temporary employment shall be clearly stated on the replacement teacher's individual contract.

Section 19

Upon completion of the leave of absence, the teacher shall be placed in the position which he/she left if available or in a teaching position for which he/she has Ohio licensure/certification or, in the absence of such opening, the returning teacher shall be governed by Article IX with all rights provided by this contract.

Section 20

Teachers requesting personal leave, professional leave, paternity, funeral and critical illness leave, jury duty leave, or litigant or witness leave shall use the authorized form (see Appendix E). This form shall be completed as stipulated in the description of the aforementioned leaves or, if the circumstances make this impossible, within two (2) school days after the teacher's return.

Section 21

Although the Family and Medical Leave Act of 1993 ("FMLA") may not be applicable to the Diocese of Youngstown, the Office of Catholic Schools and the Confederation agree for the purpose of this contract and during its term to abide by the provisions contained therein. If it is discovered by the Office or the Confederation that any provision contained within this contract or policy of the Office is in violation of the FMLA, then in that event, such provision or policy shall be amended by mutual agreement between the Diocese of Youngstown Office of Catholic Schools and the Confederation. In the event a mutual agreement cannot be reached, either party may request arbitration under Article V, Section 3, Step 3 of the Basic Contract. Appendix G is a notice to the members of the Confederation of the members' rights and responsibilities under the FMLA. Consistent with the foregoing, and as is permitted by the FMLA, teachers who are on an FMLA leave due to their own personal injury or personal sickness shall be required to concurrently use accrued sick days and personal days while on FMLA leave.

Teachers who are on FMLA leave for any reason other than their own personal injury or personal sickness (but not including paternity leave, adoptive leave, or except as otherwise provided for in this Basic Contract with respect to the ten (10) days as provided for in Article XIII Section 2 A) shall not be permitted to use accrued sick days while on FMLA leave. Teachers who are on FMLA leave due to a paternity leave or adoptive leave shall be permitted to use up to eight (8) accrued sick days while on FMLA leave in accordance with Article XIII Section 10 of this Basic Contract.

A R T I C L E X IV

DEPARTMENT CHAIRPERSONSHIPS

Section 1

A. Chairpersons of departments are considered as exercising an administrative role and thus are appointed by the principal.

B. The administrative staff of each high school shall determine the criteria for selection and appointment of the department chairpersons giving first

consideration to full-time teachers except when no full-time teacher is available. These criteria shall be filed in the local school office.

Section 2

One of the criteria shall be at least three (3) years of teaching experience in the school system. In the event that no teacher in the department meets this criterion, it shall be waived.

Section 3

Should a vacancy occur during the school year, a replacement shall be appointed within 15 days of the occurrence of the vacancy.

A R T I C L E XV

PART-TIME TEACHERS

Section 1

A. Every effort will be made to staff the schools with full-time teachers and, only in extreme circumstances, will part-time teachers be used or hired to replace any full-time teacher. Such hiring and replacement shall conform to Article VIII.

B. A part-time teacher is a teacher who is contracted for less than a full schedule (100% contract).

C. A teacher regularly employed as a part-time teacher shall be offered the opportunity to increase his/her part-time contract should any classes become open in his/her area of licensure/certification during the school year in his/her school of employment. This increase is subject to coordinating of the school's master schedule as related to student needs.

Section 2

Part-time teacher's salary shall be determined by totaling the part-time teacher's assigned instructional periods, assigned supervision periods, and preparation period, if applicable. This total is to be divided by the number of periods used in the building minus the lunch period. The resulting percentage is then multiplied by the salary step that normally would be given to the teacher if he/she were a regular full-time teacher, and this amount shall constitute the part-time teacher's teaching salary. This section of the Basic Contract will not be used to determine the time teachers are required to be in attendance before or after the instructional periods of the school day.

Section 3

Part-time teachers who have two (2) or more preparations or three or more classes for a particular grading period shall be granted the full amount of professional preparation time as stipulated in Article XII, Section 5.

Section 4

A. The part-time teacher's schedule shall be arranged so that all scheduled periods, which require the teacher in the school building will be consecutive, unless mutually agreed to by the teacher and principal. Every possible effort should be made to schedule the entire part-time teacher's work day to either the morning or afternoon portion of the school day.

B. A part-time teacher assigned who has a first period assignment shall arrive at the regularly scheduled starting time for teachers.

C. A part-time teacher who has an assignment for the last period of the day shall remain at the school until the regularly scheduled ending time for teachers.

D. The part-time teacher may also be assigned non-compensated duties as stated in this contract.

Section 5

A. All hired part-time teachers who are contracted for at least 1,000 hours per year will be eligible for health insurance coverage, available retirement benefits, and disability insurance, as though he/she were in full-time service.

If a part-time teacher is hired to teach at a Diocesan high school, and also works part-time at another Diocesan institution so that the total hours of service is at least 1,000 hours per year, then the teacher shall be eligible for health insurance coverage, available retirement benefits, and disability insurance**,** with the cost being pro-rated among the employee Diocesan institutions.

B. A teacher employed on a part-time contract shall receive sick, personal, and professional days prorated according to the teacher's percent of contract.

Section 6

Part-time teachers whose schedules do not require them to be on the premises immediately before or after faculty meetings shall not ordinarily be required to attend such meetings. When the subject matter of the meeting, however, is of such importance that their classroom effectiveness or the good order of the school will be affected, their presence may be required.

A R T I C L E X V I

JOB OPENINGS

Section 1

A. The Office shall provide the Confederation with prompt notice, in writing, of all openings for teachers within the secondary school system and administrators within the secondary and elementary school system. Openings are posted on the Diocesan website, emailed to schools and diocesan teachers, and posted in the Catholic Exponent.

B. Positions shall not be permanently filled until ten (10) days after the aforementioned notification is given, except openings that occur within 15 days prior to the beginning of the new school year.

Section 2

A. Selection of administrative personnel shall follow the procedures outlined in the Diocese of Youngstown, Office of Catholic Schools Administrator Handbook.

B. Hiring of licensed/certificated teachers shall conform to Article IX of this contract.

A R T I C L E X V I I

PROFESSIONAL COURTESY

Section 1

Secondary teachers, who are under contract with the Office at fifty percent (50%) or more, shall be permitted to enroll their child/children in a diocesan school at one half (1/2) the prevailing tuition rate after the award of any applicable EdChoice Scholarship and parishioner discount, any other award amount will be deducted from the teacher's portion of the tuition. Teachers whose children may qualify for need-based or academic scholarships are encouraged to apply for additional tuition assistance offered by the Diocese of Youngstown and/or scholarship programs offered by the individual high schools, and their applications will be given preference when monies are awarded. No monies will be given to the teacher if the scholarship exceeds the tuition amount.

Section 2

In the event that a parent becomes deceased or totally disabled (as certified by a licensed physician) while holding a teaching contract with the Office, his/her child or children shall be permitted to enroll in a diocesan school at one-half (1/2) the prevailing tuition rate as noted in Article XVII, Section 1. If the child(ren) of the deceased or totally disabled teacher is attending or would normally attend the school of former employment, the child(ren) will not be charged any tuition.

A R T I C L E X V I I I

MEDICAL AND DEATH BENEFITS

Section 1

A. A group insurance plan covering hospital benefits, physician's benefits, and major medical benefits is available through the diocese to all qualifying personnel represented by the Confederation as defined in Article I. The diocese reserves the right to change the carrier and/or the coverage during the term of this contract.

B. The schools will pay family and single coverage for the employee's health and life insurance benefits according to the terms of the diocesan plan. If the diocese changes the premium payment plan or the standard of coverage during the term of this contract, the Confederation may reopen negotiations on only this article. The Confederation is to give the superintendent a letter requesting to reopen negotiations after said notice of change by the diocese. Negotiations will begin within 20 working days of the receipt of the Confederation letter.

Section 2: Life Insurance

Eligible lay employees will be provided a paid-by-the-employer life insurance policy. The benefit payable is 1.5 times an employee's annual salary for a minimum of $30,000 and, maximum of $150,000, payable per claim. Reductions in the benefit payable are taken for employees aged 65 and older who are still actively employed. This benefit is in effect for all eligible employees until their termination or retirement.

Section 3

A. The school shall pay $40 per month to the Confederation's Health and Welfare Fund for each of the qualifying employees, represented by the Confederation as defined in Article I. A qualifying employee is defined as an employee with a fifty percent (50%) to a one hundred percent (100%) contract. Monthly payments from each high school shall be received by the Confederation office by the 20th of that month. The $40 paid for each qualifying employee is used for the cost of the Confederation's Delta Dental Plan.

B. The Office and Confederation agree to review this section for one the following reasons:

1. If the Confederation elects to use the $40 per month that is paid to the Confederation's Health and Welfare Fund to another program that is not Delta Dental.
2. If a comparable dental benefit becomes available through the diocese health insurance program.

Section 4

The individual high schools will deduct excess premiums for any Confederation-sponsored benefit plan from the salary of each teacher who furnishes the proper authorization to make such deductions.

ARTICLE XIX

PENSION

Section 1

A defined contribution "benefit" plan (Plan) is available through the diocese to all qualifying personnel in accordance with the terms of the current Plan document.

Section 2

Vested benefits in the Diocese of Youngstown Retirement Income Plan (the Plan) remain in effect in accordance with the terms of the Plan, which was frozen, effective June 30, 2011. Any material non-administrative change to the *"frozen defined benefit"* Plan during the term of this contract that is communicated to all of

the Plan participants will also be communicated to the Confederation president. If any Plan provisions are changed, the Diocesan third-party provider will inform any affected participants.

Section 3

In the event that either plan is discontinued for any reason during the term of this Agreement, the Confederation may immediately request collective bargaining on the subject of a pension.

A R T I C L E X X

SALARY SCHEDULE

Section 1: Base Salary

The base salary for a teacher with a bachelor's degree and no experience for Cardinal Mooney, Canton Central Catholic, John F. Kennedy, St. Thomas Aquinas, and Ursuline High Schools shall be as follows:

2022-2023	**$34,500**
2023-2024	**$35,018**
2024-2025	**$35,368**

Section 2: Salary Scales

There shall be five salary scales based upon years of experience and level of education. The five scales are bachelor's (BA), bachelor's + 15 semester hours (BA+15); master's (MA); master's + 15 semester hours (MA+15); and master's + 30 semester hours (MA+30). The five scales are listed in Appendices B-1, B-2, and B-3.

The salary for the first step of the bachelor's scale shall be as listed in Section 1 above. The bachelor's scale shall have 18 steps with a longevity step awarded when a teacher enters his/her 18th year of service.

The salary for the first step of the bachelor's +15 semester hours, or 450 hours of professional development, or a combination of the two shall be:

2022-2023	**$35,532**
2023-2024	**$36,065**
2024-2025	**$36,426**

There shall be 21 steps on the BA+15 scale, with longevity steps being awarded when a teacher enters his/her 18th and 21st years of service.

The salary for the first step of the master's scale (MA) shall be:

2022-2023	**$37,295**
2023-2024	**$37,854**
2024-2025	**$38,233**

There shall be 24 steps on the master's (MA) scale, with longevity steps being awarded when a teacher enters his/her 18th, 21st, and 24th years of service**.**

The salary for the first step of the master's +15 semester hours or 450 hours of professional development, or a combination of the two shall be:

2022-2023	**$38,544**
2023-2024	**$39,122**
2024-2025	**$39,513**

There shall be 27 steps on the MA+15 scale, with longevity steps being awarded when a teacher enters his/her 18th, 21st, 24th, and 27th years of service.

The salary for the first step of the master's +30 semester hours, or 900 hours of professional development, or a combination of the two shall be:

2022-2023	**$40,166**
2023-2024	**$40,768**
2024-2025	**$41,176**

There shall be 30 steps on the MA+30 scale, with longevity steps being awarded when a teacher enters his/her 18th, 21st, 24th, 27th, and 30th years of service.

Teachers will progress on the salary scale vertically according to their accumulated years of teaching experience. Teachers will progress horizontally on the salary scale based upon their accumulation of college credit hours and/or professional development hours. In order to be placed on the master's degree scales, a teacher must have earned a master's degree from an approved college or university.

Teachers having earned a bachelor's degree from an approved college or university may move to the BA+15 scale by earning 15 semester hours of credit at an approved college or university, or 450 professional development hours, or a combination of both. The conversion rate of professional development hours is 30 hours equals one semester hour of college credit. Teachers may use only those professional development hours earned after August 1, 1998, for salary purposes.

Teachers having earned a master's degree from an approved college or university may move to the MA+15 or the MA+30 scales by earning 15 or 30 semester hours of credit at an approved college or university, or 450 or 900 professional development hours, or a combination of both. The conversion rate of professional development hours is 30 hours equals one semester hour of college credit. Teachers may use only those professional development hours earned after August 1, 1998, for salary purposes.

Teachers having earned a doctoral degree from an approved college or university will be granted a $500 stipend in addition to their salary which will be determined by their step on the MA+30 salary scale.

Section 3: Exceptions

A list of teachers who have been identified as exceptions to the above salary scale will be compiled by representatives of the Office of Catholic Schools and the Confederation. Any teacher wishing to have this list may obtain one by contacting the Confederation Office.

The teachers who are on the exceptions list will remain on the scale at their present salary step even though those steps no longer exist on the new scale. Those teachers presently on steps 21 or 24 of the BA/BS scale, and those on step 24 of the BA/BS+15 scale will not have step 27 available to them. They can move to steps 24 and 30 when they have obtained the required number of years of experience. The above-named teachers on the MA, MA+15, and MA+30 scales may progress on their respective scales through steps 24, 27, and 30.

In order for any of the teachers identified by the exceptions list to progress to a different scale, he/she must comply with the requirement as stated in this contract.

Section 4: Notification

A. The teacher will notify the president/principal of the local school of his/her intent to complete work which would change his/her salary placement status no later than April 1 of the school year prior to the change.

B. The teacher will provide the president/principal with all necessary verification of the completed CEUs and/or college course work required to

change their salary placement status no later than October 15 of the school year the change is to occur.

Section 5: Merit Bonuses

Based upon the fiscal stability of the school, the individual high schools reserve the right to issue a bonus to a teacher or teachers. The school has full and complete discretion over who receives the merit bonus and over the criteria for and the amount of the merit bonus. The president/principal will share criteria for consideration of merit bonuses with the faculty.

Section 6

The superintendent/designee, an administrator from the individual school, and Confederation president/designee, shall analyze all Confederation contracts to ensure proper step/salary, on or before the last Friday of September. Meeting dates/locations will be determined by mutual agreement.

Section 7

Relevant professional experience may be considered for placement on the established salary scale. The principal must justify the number of years of relevant experiences. The Superintendent of Schools has the final approval to grant years of experience.

A R T I C L E X X I

EXTRACURRICULAR ACTIVITIES

Section 1

The local faculty and the Confederation will be notified by posting in the local schools of openings of compensated extracurricular activities as listed in Appendix A. All eligible faculty members in the local school may apply. The Confederation will be notified of the results through information given to the building representative in the local school.

Section 2

A. Any personnel member accepting compensated extracurricular positions shall be issued a separate supplemental contract for each compensated activity he/she assumes. The contract is terminated at the end of the contract period and is not subject to Article VII of this contract.

B. The local administration will request supplemental contracts for each compensated extracurricular position once all required paperwork is completed.

C. In the case of openings in compensated extracurricular activities which occur during the summer, these openings shall be posted on the first day of school and remain posted for five (5) days thereafter, except when the position needs to be filled immediately. In this case, the Confederation will be notified, by mail or email of these openings which shall not be filled for ten (10) working days after the position becomes available.

D. All openings for head coaching positions in major sports and for the athletic director position shall be posted in all schools 10 days prior to the filling of such positions. All qualified teachers and other interested persons may apply and shall be given every consideration in filling of such positions. (NOTE: The major sports covered by this Section 2D are for girls: basketball, volleyball, softball, and track; for boys: football, basketball, track, and baseball.)

Section 3

The compensated extracurricular activities pay levels attached as Appendix A on the base salary shall be in effect for the duration of the Basic Contract.

Section 4

No changes in the extracurricular supplemental contracts shall be made except upon mutual consent of the Office and the Confederation.

A R T I C L E X X I I

RETIREMENT BONUS

Secondary teachers who have accumulated 20 years of service in the Youngstown diocesan school system, of which 15 of the years must be at the high school level, shall receive a one-time bonus at the time of retirement. The bonus shall be $50 per day for each accumulated sick day over 100.

A R T I C L E X X I I I

CONFORMITY TO LAW SAVINGS CLAUSE

If any provision of this document shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The validity of the contract will not be affected if any teacher or administrator is found to have violated the law.

A R T I C L E X X I V

BUYOUT OPTION

Section 1: Eligibility

A licensed/certificated high school employee who meets all of the following criteria may be eligible for the buyout option if he/she has accumulated 20 or more years of service as a teacher at a diocesan school at the secondary level.

Section 2: Procedure

A. Each diocesan high school shall offer the opportunity for a buyout option at least once during the first three years of this contract and at least once every three years thereafter, beginning with the 2025-2026 school year.

B. Notification that the high school will offer the buyout option will be made by the president/principal to all eligible personnel by February 1.

C. The president/principal will determine the number of buyout positions the school will offer.

D. Eligible teachers must respond, in writing, to the president/principal by March 15 if they wish to be considered for the buyout option.

E. If the number of interested and eligible candidates exceeds the number of buyout positions available in a given year, school seniority will dictate the recipient(s) of the buyout option.

F. The president/principal and teacher will sign the buyout option agreements by April 15.

Section 3: Terms Of The Buyout Option

A. The employee accepting the buyout surrenders all Diocese of Youngstown seniority.

B. The employee shall receive the following financial package as compensation:

1. Buyout stipend - $8,500 per year for three years ($25,500)

2. Sick day bonus of $150 for each accumulated sick day up to 189 days

3. Maximum payment will not exceed $53,850.

C. The financial package is to be paid in no less than three calendar years from the date the buyout option agreement has been signed. Payments will be made according to the individual school's regular payday schedule, and all

tax laws will apply. The terms of payment and the amount of each year's payment are to be discussed and agreed upon by the president/principal and the retiree and stipulated in the buyout option agreement. Payment may not exceed 35% of the total package in any given year.

D. The retiree assumes all financial responsibility for his/her medical insurance**.** The Diocesan health care plan includes an early retirement option that allows retirees to purchase coverage through COBRA for up to 18 months.

E. In the event of a school closing, any money due to the retiree must be considered as part of the school's closing costs and must be paid to the retiree or his/her beneficiary as designated in the buyout option agreement.

F. In the event of the death of the retiree before the full amount has been paid, the balance due shall revert to the retiree's designated beneficiary.

Section 4: Replacement Clause
If the teaching position vacated by the buyout recipient needs to be filled, the replacement of that teacher will be exempt from the layoff and recall procedures as stated in Article IX of this contract for a period of three (3) years.

Section 5: Notification
The president/principal will forward a copy of the buyout option agreement to the Office of Catholic Schools and to the president of the Confederation of Teachers on or before May 1.

A R T I C L E X X V

INNOVATIVE PROGRAMS AND STAFF DEVELOPMENT

Section 1

The Catholic schools of the Youngstown Diocese are committed to providing the very best educational experience possible to its students. To accomplish this, the schools and the diocese will regularly do planning to enhance its educational programming according to the vision of the Catholic schools which the diocese and

school(s) have adopted. It is expected that all the teachers and administrators will participate in and be supportive of such efforts.

Section 2

Since each Catholic school is unique in terms of its student body, parents, resources available, staff and parochial economic situation, it is likely that the planning will result in somewhat different programs from school to school. This diversity needs to be respected and encouraged as the school addresses the unique Catholic educational needs of its students and parents.

Section 3

When such planning results in programs that have been approved at the local level, using a process that has been mutually agreed upon by the administration and the faculty, which contain provisions outside the parameters of the Basic Contract, the Office of Catholic Schools and the Confederation will be so notified.

Section 4

If the local educational plans require additional instructional days on the part of teachers, the compensation for those days will be teacher's per diem rate.

Section 5

All teachers, including those with permanent and non-tax certificates/licenses, shall be required to follow the State Department of Education's mandate for the individual professional development program as established by the Diocese of Youngstown Office of Catholic Schools and Diocesan Professional Development Committee.

A R T I C L E X X V I

EFFECTS OF THE AGREEMENT

Section 1

This agreement shall become effective at 12:01 a.m. on August 16, 2022, and shall continue in full effect and force until August 15, 2027.

Parties agree to reopen the contract to negotiate salary for years four (4) and five (5) of the contract or upon mutual consent. After 3 years, either party may exercise the option to unilaterally open the contract once to address up to three issues.

A P P E N D I X A

EXTRACURRICULAR INDEX

	Percent of base salary plus fixed increment
A.V. Coordinator	.03
Academic Challenge Team Coach	.04
Assistant Baseball Coach	.10
Assistant Basketball Coach	.12
Assistant Football Coach	.12
Assistant Soccer Coach	.10
Assistant Softball Coach	.10
Assistant Swimming Coach	.10
Assistant Track Coach	.10
Assistant Volleyball Coach	.10
Assistant Wrestling Coach	.10
Athletic Director	.25
Band Director	.17
Cheerleading Advisor	.08
Dramatics	.09
E-Sports	.07
Faculty Manager	.07
Forensic Director	.14
Freshmen & Sophomore Class Advisor	.03
Head Baseball Coach	.12
Head Basketball Coach	.24
Head Bowling Coach	.07
Head Football Coach	.24
Head Golf Coach	.10
Head Lacrosse Coach	.12
Head Soccer Coach	.12
Head Softball Coach Head	.12
Swim Coach	.12
Head Tennis Coach	.10

Head Track Coach	.12
Head Volleyball Coach	.12
Head Wrestling Coach	.12
Junior and Senior Class Advisor	.05
Literary Magazine Advisor	.05
Newspaper Advisor	.06
Parochial League Coordinator	.03
Public Relations	.04
Robotics	.07
Speech Coach	.10
Student Council Advisor	.08
Yearbook Advisor	.10
NHS	.04

NOTE: The extracurricular salary is determined by multiplying the percentage listed above by the total salary for step one of the BA salary scale.

An extracurricular stipend may be divided among two or more employees at the discretion of the building administrator.

The coaches' salaries listed in the extracurricular index apply to coaches of interscholastic sports programs approved by and recognized as such by the school, excluding club and intramural sports.

DEPARTMENT HEAD

The department head shall receive a stipend calculated on the following basis: $150 for each full-time teacher (100%) in ARTICLE XII, SECTION 1. Refers to accepting extra students or extra preps.

GUIDANCE COUNSELORS

Counselors shall be paid at a per diem rate for each day required beyond the contracted days for the school year.

A P P E N D I X B 1
2025 - 2026 High School Lay Teacher Salary Scale

2025-26 Salary Schedule- 5.5% Increase

BA Step	BA Index	Salary	BA+15 Step	BA+151ndex	Salary	MA Step	MA Index	Salary	MA+15 Step	MA+15 Index	Salary	MA+30 Step	MA+30 Index	Salary
1	1.000	$37,313.24	1	1.035	$38,619.20	1	1.076	$40,149.05	1	1.117	$41.678.89	1	1.158	$43,208.73
2	1.035	$38,619.20	2	1.070	$39,925.17	2	1.117	$41,678.89	2	1.158	$43,208.73	2	1.199	$44,738.57
3	1.070	$39,925.17	3	1.105	$41,231.13	3	1.158	$43,208.73	3	1.199	$44,738.57	3	1.240	$46,268.42
4	1.105	$41,231.13	4	1.140	$42,537.09	4	1.199	$44,738.57	4	1.240	$46,268.42	4	1.281	$47,798.26
5	1.140	$42,537.09	5	1.175	$43,843.06	5	1.240	$46,268.42	5	1.281	$47,798.26	5	1.322	$49,328.10
6	1.175	$43,843.06	6	1.210	$45,149.02	6	1.281	$47,798.26	6	1.322	$49,328.10	6	1.363	$50,857.95
7	1.210	$45,149.02	7	1.245	$46,454.98	7	1.322	$49,328.10	7	1.363	$50,857.95	7	1.404	$52,387.79
8	1.245	$46,454.98	8	1.280	$47,760.95	8	1.363	$50,857.95	8	1.404	$52,387.79	8	1.445	$53,917.63
9	1.280	$47,760.95	9	1.315	$49,066.91	9	1.404	$52,387.79	9	1.445	$53,917.63	9	1.486	$55,447.47
10	1.315	$49,066.91	10	1.350	$50,372.87	10	1.445	$53,917.63	10	1.486	$55,447.47	10	1.527	$56,977.32
11	1.350	$50,372.87	11	1.385	$51,678.84	11	1.486	$55,447.47	11	1.527	$56,977.32	11	1.568	$58,507.16
12	1.385	$51,678.84	12	1.420	$52,984.80	12	1.527	$56,977.32	12	1.568	$58,507.16	12	1.609	$60,037.00
13	1.420	$52,984.80	13	1.455	$54,290.76	13	1.568	$58,507.16	13	1.609	$60,037.00	13	1.650	$61,566.85
14	1.455	$54,290.76	14	1.490	$55,596.73	14	1.609	$60,037.00	14	1.650	$61,566.85	14	1.691	$63,096.69
15	1.490	$55,596.73	15	1.525	$56,902.69	15	1.650	$61,566.85	15	1.691	$63,096.69	15	1.732	$64,626.53
18	1,525	$56,902.69	18	1.560	$58,208.65	18	1.691	$63,096.69	18	1.732	$64,626.53	18	1.773	$66,156.37
21	1.560	$58,208.65	21	1.595	$59,514.62	21	1.732	$64,626.53	21	1.773	$66,156.37	21	1.814	$67,686.22
			24	1.630	$60,820.58	24	1.773	$66,156.37	24	1.814	$67,686.22	24	1855	$69,216.06
						27	1.814	$67,686.22	27	1.856	$69,216.06	27	1.896	$70,745.90
						30	1.855	$69,216.06	30	1.896	$70,745.90	30	1.937	$72,275.75
									33	1.937	$72,275.75	33	1.978	$73,805.59
												36	2.019	$75,335.43

A P P E N D I X B 2
2026 - 2027 High School Lay Teacher Salary Scale

2026-2027 Salary Schedule Confederation Proposal 5.5% Increase

BA Step	BA Index	Salary	BA+15 Step	BA+151ndex	Salary	MA Step	MA Index	Salary	MA+15 Step	MA+15 Index	Salary	MA+30 Step	MA+30 Index	Salary
1	1.000	$39,365.47	1	1.035	$40,936.36	1	1.076	$42,557.99	1	1.117	$44,179.62	1	1.158	$45,801.26
2	1.035	$40,743.26	2	1.070	$42,121.05	2	1.117	$43,971.23	2	1.158	$45,585.21	2	1.199	$47,199.20
3	1.070	$42,121.05	3	1.105	$43.498,84	3	1.158	$45,585.21	3	1.199	$47,199.20	3	1.240	$48,813.18
4	1.105	$43,498.84	4	1.140	$44,876.63	4	1.199	$47,199.20	4	1.240	$48,813.18	4	1.281	$50,427.16
5	1.140	$44,876.63	5	1.175	$46,254.43	5	1.240	$48,813.18	5	1.281	$50,427.16	5	1.322	$52,041.15
6	1.175	$46,254.43	6	1.210	$47,632.22	6	1.281	$50,427.16	6	1.322	$52,041.15	6	1.363	$53,655.13
7	1.210	$47,632.22	7	1.245	$49.010.01	7	1.322	$52,041.15	7	1.363	$53,655.13	7	1.404	$55,269.12
8	1.245	$49,010.01	8	1.280	$50,387.80	8	1.363	$53,655.13	8	1.404	$55,269.12	8	1.445	$56,883.10
9	1.260	$50,387.80	9	1.315	$51,765.59	9	1.404	$55,269.12	9	1.445	$56,883.10	9	1.486	$58,497.09
10	1.315	$51,765.59	10	1.350	$53,143.38	10	1.445	$56,883.10	10	1.486	$58,497.09	10	1.527	$60,111.07
11	1.350	$53,143.38	11	1.385	$54,521.17	11	1.486	$58,497.09	11	1.527	$60,111.07	11	1.568	$61,725.05
12	1.385	$54,521.17	12	1.420	$55,898.96	12	1.527	$60,111.07	12	1.568	$61,725.05	12	1.609	$63,339.04
13	1.420	$55,898.96	13	1.455	$57,276.76	13	1.568	$61,725.05	13	1.609	$63,339.04	13	1.650	$64,953.02
14	1.455	$57,276.76	14	1.490	$58,654.55	14	1.609	$63,339.04	14	1.650	$64,953.02	14	1.691	$66,567.01
15	1.490	$58,654,55	15	1,525	$60,032.34	15	1.650	$64,953.02	15	1.691	$66,567.01	15	1.732	$68,160.99
18	1.525	$60,032.34	18	1.560	$61,410.13	18	1.691	$66,567.01	18	1.732	$68,180.99	18	1.773	$69,794.98
21	1,560	$61,410.13	21	1.595	$62,787.92	21	1.732	$68,180.99	21	1.773	$69,794.98	21	1.614	$71,408.96
			24	1.630	$64,165.71	24	1.773	$69,794.98	24	1.814	$71.408.96	24	1.655	$73,022.94
						27	1.814	$71,408.96	27	1.855	$73,022.94	27	1.896	$74,636.93
						30	1.855	$73,022.94	30	1.896	$74,636.93	30	1.937	$76,250.91
									33	1.937	$76,250.91	33	1.978	$77,864.90
												36	2.019	$79,478.88

A P P E N D I X C

VOLUNTARY ASSIGNMENT FORM

ACCORDING TO THE PROVISIONS OF ARTICLE X11, SECTION 1,
I, _____, VOLUNTEER FOR THE
FOLLOWING ASSIGNMENT:

_____

_____

_____

THIS ASSIGNMENT IS IN REFERENCE TO THE PROVISIONS OF ARTICLE X11, SECTION 1, OF THE BASIC CONTRACT, AND I AM FULLY COGNIZANT THAT THIS ASSIGNMENT IS BEYOND THE TERMS OF ARTICLE X11, SECTION 1.
Refers to accepting extra students or extra preps

_____ _____

Signature of Volunteer Teacher Date

_____

_____

Signature of Principal Date

NOTE: This volunteer form need not be returned sooner than 48 hours after the receipt of said request.

A copy of this signed form shall be placed in the volunteer's personnel file and a Youngstown Diocesan Confederation of Teachers:

A P P E N D I X D

GRIEVANCE PROCEDURE FORM

Code No. _____

Youngstown Diocesan Confederation of Teachers:

FORM A: COMPLAINT BY THE AGGRIEVED (Please type or print)

_____ _____

Aggrieved Person | Date of Issuance for Formal Procedure

_____ _____

Home Address of Aggrieved Person | Phone Number

_____

School Building

_____

Principal or Superior Against Whom Grievance Is Being Filed

_____

Name of Confederation Representative

STATEMENT OF GRIEVANCE:

Reference: Contract _____ Board or Policy Rule
School Policy or Rule _____ Article_____ Section_____Paragraph _____

Brief Statement of Grievance:

_____

_____

_____

_____

Signature of Aggrieved

APPENDIX E

LEAVE REQUEST FORM

In accordance with Article XIII, Section 20 of the Basic Contract, I hereby request leave of _____ day(s) commencing on_____, 20___.

I will return to school on_____, 20_____.
The type of leave applicable to this request:

_____ Funeral or Critical Illness Leave

(Critical Illness Approval requires a signed statement by a medical doctor.)

_____ Personal Leave

_____ Jury Duty Leave/Litigant or Witness Leave

_____ Paternity Leave (State reason for requesting leave)

_____

_____

_____ Maternity Leave

_____ Professional Leave (Seven (7) days notice required unless waived) State nature of leave.

_____

_____

Date _____

Teacher's Signature _____

Approved_____Not Approved _____

President/Principal's Signature _____Date _____

APPENDIX F

ADDITIONAL INSERVICE/CLERICAL DAYS

Article XII, Section 2D, of the Basic Contract allows for nine (9) or up to nine (9) inservice/clerical days each school year. The administration and teachers of _____ School have agreed to add _____ day(s) to this number of inservice/clerical days for the _____ school year. Compensation for additional day(s) will be _____ per day and will be made in the following manner:

_____

_____

_____

Administration Representative

_____

Teacher Representative

_____

Date

Please send a copy of this agreement to:

Youngstown Diocesan Confederation of Teachers
8090 Market Street, Youngstown, OH 44512
and
Diocese of Youngstown
% Director of Certificated Personnel
144 West Wood Street Youngstown, OH 44503

APPENDIX G

FAMILY AND MEDICAL LEAVE ACT ("FMLA")

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health Insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Note: The FMLA sets forth specific rules for “instructional employees”.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

A P P E N D I X H

CONCENTRATED NEGOTIATIONS: A CONSENSUS APPROACH

I. Training

This negotiations approach requires all participants to complete a training program consistent with the consensus model approach. Training sessions required by this model will be considered a professional development day for each teacher in attendance and will not be deducted from the teacher's sick leave account. Cost of the substitute(s) will be considered a part of the negotiations total cost and will be divided equally between the Office and the Confederation at the completion of the negotiation process.

II. Planning Meeting--This meeting is to be held among four negotiators by June 1 of the year concentrated negotiations will take place. Two representatives shall be from the Confederation and two from the Office. The group should decide the following:

A. Dates for Concentrated Negotiations--Because of the time gap between meetings and the length of the concentrated negotiations, a calendar is to be developed prior to the June 1 meeting and made available to all participants on both negotiating teams at the June 1 meeting.

B. Place--The location of the two-day concentrated negotiations must be determined early so that reservations can be made.

C. Team - Lists of team members on both sides will be exchanged at this time. The Confederation and the Office are to each have seven (7) team members with at least one (1) representative from each school. All team members must have been trained in the negotiating process being used. Consensus decision-making training shall take place during the year

preceding the actual negotiations. There may be non-participating observers at the concentrated negotiations sessions. (Non-participating observers would include those who may be using the process in the future.) The number and identity of the observers must be agreed upon at the planning meeting.

D. Facilitator - A facilitator should be selected. The Confederation and the Office each should develop a list of five qualified candidates. (Background information on each candidate is imperative - e.g., education, experience, and cost.) The list of facilitators and the pertinent background information are to be provided to the four (4) negotiators two (2) weeks before the planning meeting. The four (4) negotiators should rank the facilitators according to preference. Facilitators will then be contacted, in rank order, as to their availability.

E. Issues - Each team is to develop the issues that they are interested in discussing by June 15.

III. Organizational Meeting--This meeting is to be run by a facilitator(s) and held by June 20. All members of both negotiating teams are to be present.

A. Decision-making - Review the decision-making process that is to be used. All agreements are to be by the consensus model chosen by the concentrated negotiations development committee. This process should be reviewed by all participants.

B. Materials - Develop a list of materials needed for the concentrated negotiations.

C. Agenda - The agenda for concentrated negotiations will be developed in the following way:

1. The Confederation and the Office have already developed separate interests they wish to negotiate.

2. The Confederation and the Office will present the interests they have developed. The Confederation presents their interests along with a rationale. The Office will do likewise. The interests will be written on a flip chart. The presenter will verbally explain the interest. Focus will remain on the issue. Some discussion may be needed to assist in the understanding of the interest by team members. If someone begins to offer solutions, the solutions should be noted and kept for a later time. A list of Confederation and the Office interests should be developed separately.

3. After all interests have been presented, written on the flip charts and discussed, a common list of interests is to be developed using the consensus decision-making model. Some interests may be combined with others, dropped or may stand alone.

D. Establish Subcommittees--At this time, the chief negotiators who met at the planning meeting will become "part of the group." Each issue placed on the agenda will be researched by a committee. The number of issues assigned to each committee shall be determined by the depth of the issue. Every person on the negotiating team must be on a committee, and the committees should be balanced as to teacher/administrator ratio whenever possible.

IV. Committee Guidelines

A. Meetings--All committee meetings must occur after the organizational meeting and prior to the negotiating meeting.

B. Locations--Diocesan offices will be available for committee meetings, upon request.

C. Research--Each committee is to research all relevant information on the issue(s) assigned.

D. Decision-making--Committees shall also use the consensus decision-making method adopted by the concentrated negotiations development committee.

E. Recommendations–Each committee shall prepare the following for each assigned issue: a recommendation written in contract language and a rationale with supporting data.

F. Distribution–All research materials and recommendations must be mailed, emailed or hand delivered to all team members two to three weeks before the concentrated negotiations. (This should be by September 15.) The recommendations will be mailed to the Office of Catholic Schools. The office will in turn mail all recommendations to all team members.

V. Concentrated Negotiations

A. Location--Concentrated negotiations should be held in a mutually agreed upon location where participants have no other responsibility other than negotiations.Concentrated negotiations should be scheduled at the convenience of the team no later than November. Negotiations should be scheduled over a two to four-day period.

B. Agenda--Concentrated negotiations should begin with a gathering session on the evening of the first day. Dinner should follow. At this time, the facilitators will present the agenda for the four days and review the negotiating principles. Included in the agenda should be all meeting times, scheduled breaks, liturgy and dinner. The concentrated negotiations agenda will have been developed by the representatives of the Confederation

and the office to ensure success on the early items to be negotiated.

VI. Negotiating Principals

A. Review--The facilitator(s) will review the consensus method adopted by the concentrated negotiations development committee before any meetings are held.

B. Seating--Seating should be administrator/teacher and should be changed regularly. This is to be handled by the facilitators.

C. Resolved Issues--Once an issue has been resolved through consensus, that issue will not be reopened.

D. Recommendation Presentations--Committees must sit together when their issue is discussed so that they can answer questions and explain or clarify their rationale.

E. Breaks--Unscheduled breaks may be requested by any team member but must be approved by the facilitator(s). schedule another session to deal with the unresolved issue(s).

F. Tabling Issues--The facilitator(s) and the negotiating team must agree to table an item if consensus cannot be reached.

G. Unresolved Issues--If, after the maximum time scheduled, agreement on all issues has not been reached, the team will have two choices: (1) It may determine that negotiations are at an impasse and, at this point, the unresolved issue(s) goes to mediation; or (2) The team may schedule another session to deal with the unresolved issue(s).

H. If the team determines that one or more issues are at impasse and chooses mediation, the mediation process will follow the procedures described in the Traditional Model, Appendix I, Section H.

I. Ratification process will follow the procedures described in the Traditional Model, Appendix I, Section G.

VII. An evaluation will be done following the completion of the negotiation process.

A P P E N D I X I

TRADITIONAL MODEL OF NEGOTIATIONS

A. Requests for Negotiations

1. If either of the parties desire to negotiate changes in the terms of this Agreement, which are within the authority of the Office to resolve, it shall notify the other party, in writing, no sooner than August 1 and no later than August 5. Notification, in writing, from the Confederation shall be sent to the superintendent by certified mail. Notification, in writing, from the Office shall be sent to the president of the Confederation by certified mail.

2. Should either party exercise its option on or before August 5, an initial meeting will be held by August 15 at which time each party shall present to the other its list of detailed proposals upon which it desires to negotiate. No further items may be added to that list of negotiating items without the consent of both parties.

3. Proposals shall, in form and detail, specify that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.

4. Additional ground rules for conducting negotiations, which are deemed necessary and are not covered in this Article, shall be discussed and implemented upon mutual agreement.

5. Both parties shall commence negotiations no later than September 15. Either party may request an exact date for the start of negotiations. Agreement on the exact date shall be reached within one week of the request.

B. Negotiating Team

1. The Office and the Confederation shall be represented at all negotiations by a team of negotiators not to exceed seven (7) members each. Members of both negotiating teams will be employees of the Diocese of Youngstown or diocesan high schools or confederation members. All team members shall be identified by name at the first negotiation meeting. Team members shall not change during the period of negotiations unless a team member is disabled or in some other way rendered unable to attend negotiating meetings for a prolonged period of time.
2. In addition to said teams, there may be non-participating observers at the negotiation sessions. The number and identity of the observers must be agreed upon at the planning meeting. Observers shall not speak or otherwise comment to either team during negotiating meetings.

3. Each team is privileged to call upon consultants or resource people. No more than two (2) consultants may be admitted at one time to negotiating meetings. Consultants may be permitted to address the negotiations when requested by the chief negotiator of their respective teams.

C. Meetings

1. Negotiating meetings shall be conducted outside the regular school day unless otherwise agreed to by both parties.

2. Negotiating meetings shall be in executive session unless otherwise agreed upon by both parties.

3. Until all negotiations are completed or severed, each meeting shall include a decision on the date, time and place of a subsequent meeting.

4. Either team may be granted time for independent caucus at any time.

5. Meetings shall be adjourned upon mutual agreement of both parties.

6. The meeting place for negotiating sessions will alternate between the Confederation office and the Diocesan office unless otherwise designated by mutual agreement of both negotiating teams.

7. The time period between negotiating sessions shall not exceed ten (10) calendar days unless mutually agreed upon by both negotiating teams.

D. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial resources of the high schools and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with the provisions and neither party is obligated to develop data or information not in existence.

E. Reporting

1. Interim reports of progress may be made to the Confederation by its representatives. Interim reports of progress may be made to the Office by its representatives.

2. While it is expected that the negotiating teams will keep their constituents informed of progress, every effort should be made to prevent the release of information which will interfere with the negotiations process. No information will be released to the public about matters under negotiations without the approval of both parties prior to achieving agreement or severing negotiations.

F. Power and Authority

While no final agreement shall be executed without ratification by the Confederation membership and adoption by the Office, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and tentatively agree to proposals in the course of negotiations.

G. Agreement

1. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

2. The purpose of "tentative agreements" is to develop a package that will be submitted to the teachers and Office for ratification. Initialing of "tentative agreements" shall be done in "good faith."

3. "Tentative agreements" may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each "tentative agreement" brought back to the table shall be discussed.

4. Final agreement shall be reached when the teachers and the Office ratify the final negotiated package. The negotiators of both parties shall urge ratification. If ratified by both parties, the agreement shall then be signed by both parties.

H. Disagreement (Impasse)

1. If agreement is not reached within 90 days following commencement of negotiations, either party may at any time thereafter request the employment of a mediator and the cost, if any, of such mediating services shall be shared equally by the Office and the Confederation. However, if after 90 days from the commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before

mediation will be extended up to 30 days making a total number of days for any one negotiating session 120 days from the day of the initial meeting. The 30 day extension shall begin the first day school resumes after Christmas recess.

2. The mediator shall be chosen from a list of seven (7) recommended by the American Arbitration Association by alternately striking names until only one name remains and that person shall serve as the mediator. Article V, Section 3, Step 3A, shall be followed regarding qualifications of the mediator. Either party can ask for a second list of mediators.

3. The mediator shall have the authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving the disagreement. All hearings conducted by the mediator shall be in closed sessions. No news releases shall be made concerning the progress of the hearings.

4. Within 15 days after the initial meeting convened by the mediator, the mediator shall make written recommendations to both parties for settlement of the issues referred to him/her.

5. The Office and the Confederation shall act upon the recommendation of the mediator within ten (10) working days from its receipt unless an extension is mutually agreed upon.

6. If either the Office or the Confederation fail to accept the recommendation of the mediator, the mediator's recommendations may be made public by either party.

7. If disagreement persists after the attempted use of mediator procedures outlined above, each team shall present, within ten (10) days, a written report describing the disagreement and offering recommendations to the bishop or his designee.

APPENDIX J

CONFEDERATION FORMS

Dues Authorization Form:

This signed Authorization Form remains in effect until notified by the Confederation otherwise. The Confederation will notify the school business office no later than September 1st to provide Authorization Forms for new members. All bookkeepers are notified by August 1st of the upcoming dues and service charges for the new school year.

Dues Deduction Authorization

I hereby designate the Youngstown Diocesan Confederation of Teachers (hereinafter referred to as the YDCT) as my representative, for the purpose of collective bargaining, and I hereby request and authorize the Bookkeeper of my school, according to the arrangements agreed upon with the YDCT, to deduct from my salary and to transmit to the treasurer of the YDCT the dues as certified by the YDCT. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release *my* Employer of any liability thereof. This authority shall be irrevocable for the duration of the Basic Contract, unless revoked by me in writing by Certified Mail, Return Receipt Requested, to the YDCT within fifteen (15) days prior to the expiration of the Basic Contract or succeeding contracts.

Date_____

Employee's Signature _____

Return one card to the School Bookkeeper
and the other card to the YDCT BuildingRepresentative

Dues Deduction Authorization

I hereby designate the Youngstown Diocesan Confederation of Teachers (hereinafter referred to as the YDCT) as my representative, for the purpose of collective bargaining, and I hereby request and authorize the Bookkeeper of my school, according to the arrangements agreed upon with the YDCT, to deduct from my salary and to transmit to the treasurer of the YDCT the dues as certified by the YDCT. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my Employer of any liability thereof. This authority shall be irrevocable for the duration of the Basic

Contract, unless revoked by me in writing by Certified Mail, Return Receipt Requested, to the YDCT within fifteen (15) days prior to the expiration of the Basic Contract or succeeding contracts.

Date_____

Employee's Signature _____

Return one card to the School Bookkeeper
and the other card to the YDCT Building Representative

Scholarship Pledge Card:

This signed Scholarship Pledge Form remains in effect until notified by the Confederation otherwise. The Confederation will notify the school business office no later than September 1st to provide Scholarship Pledge Forms for new members or for returning members making a change.

Youngstown Diocesan Confederation of Teachers Scholarship Pledge Card

I hereby request and authorize the Bookkeeper of my school, according to the arrangements agreed upon with the Youngstown Diocesan Confederation of Teachers, to deduct from each paycheck and to transmit to the YDCT Scholarship fund the amount designated below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer of any liability thereof. This authority shall be irrevocable for the duration of my employment in the diocesan schools, unless revoked by me in writing by

Certified Mail, Return Receipt Requested, to the YDCT Office within fifteen (15) days prior to September 1st of any given school year.

I hereby pledge and therefore authorize deducted from EACH paycheck (Circle one)

$1.00 $2.00 $3.00 $4.00 $5.00 $10.00 $15.00

Date _____

Employee's Signature _____

Return one card to the School Bookkeeper
and the other card to the YDCT Building Representative.

Youngstown Diocesan Confederation of Teachers Scholarship Pledge Card

I hereby request and authorize the Bookkeeper of my school, according to the arrangements agreed upon with the Youngstown Diocesan Confederation of Teachers, to deduct from each paycheck and to transmit to the YDCT Scholarship fund the amount designated below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer of any liability thereof. This authority shall be irrevocable for the duration of my employment in the diocesan schools, unless revoked by me in writing by Certified Mail, Return Receipt Requested, to the YDCT Office within fifteen (15) days prior to September 1st of any given school year.

I hereby pledge and therefore authorize deducted from EACH paycheck (Circle one)

$1.00 $2.00 $3.00 $4.00 $5.00 $10.00 $15.00

Date _____

Employee's Signature _____

Return one card to the School Bookkeeper
and the other card to the YDCT Building Representative

Template for Dental Coverage:

This signed Dental Coverage Form remains in effect until notified by the Confederation otherwise. The Confederation will provide the school business office with Dental Coverage Forms for new members or for returning members making a change and the annual rates for the employee portion will be communicated to the school bookkeeper no later than September 1st.

A Confederation member is eligible to participate in the dental plan made available to qualifying Confederation members. A qualifying employee is defined as an employee with a fifty percent (50%) to a one hundred percent (100%) contract.

Your school has chosen to participate via payroll deduction for the co-pav. If you choose the YDCT coverage, the co-pay deduction will begin with your initial paycheck of the school year.

Should there be questions regarding the coverage, please do not hesitate to contact your Youngstown Diocesan Confederation of Teachers' Building Representative.

_____Yes, beginning with the first pay of the new school year, 1 AUTHORIZE the bookkeeper of my school to deduct from my paycheck, the following amount, which is to be sent to the Confederation Office, payable to the Youngstown Confederation of Teachers, (for the Health and Welfare fund) for the Delta Dental co-pay **by the 20th of each** month. I understand this permission is in effect until I notify the Confederation in writing otherwise.

_____ Single Coverage…… _____ per month

OR

_____Employee/spouse coverage ..... _____ per month

OR

_____Employee chiJd(ren}coverage ..... _____ per month

OR

_____Family coverage..... _____ per month

_____No, I do not wish to participate in the dental coverage via the Confederation dental plan, and as such do hereby **DECLINE** said coverage.

Signature _____ Date _____ School _____

Building Representative _____ Date _____

APPENDIX K

PROCEDURES FOR BARGAINING REPRESENTATIVE ELECTIONS

Preface

This document has been written by the Diocese of Youngstown, Office of Catholic Schools, with the cooperation of the Youngstown Diocesan Confederation of Teachers. The purpose of this document is to provide a method for the teachers employed by a parish, consolidated school or diocesan high school to decide whether or not they want to organize and affiliate with a bargaining representative or to disaffiliate from such an organization and to cease collective Bargaining.

The Diocese of Youngstown adopts these procedures with the belief that the resources of the diocese and its various schools and the social teachings of the Church allow these arrangements. The diocese reserves the right to amend, modify or abolish these procedures at any time.

I. General

A. Neither federal nor state law requires recognition of a collective bargaining representative for Catholic school teachers.

B. The determination of whether or not there will be collective bargaining shall be made at the parish or consolidated level by each school and each diocesan high school separately. Irrespective of whether there shall be collective bargaining, the terms and conditions of employment shall be set at the parish or consolidated level for parish or consolidated schools and at the diocesan level for high schools.

C. No labor organization shall be recognized by the parish, consolidated school or diocese as the collective bargaining agent of the teachers unless and until the procedures set out below are followed.

D. Bargaining representative elections will be conducted only once each school year within 21 days after the receipt of the signed statements as indicated in Section Il, B.

E. A neutral third party will be mutually selected by the labor organization and the superintendent or his/her designee by January 1. The neutral third party will conduct the elections according to the procedures as defined in this document. The neutral third party will be compensated one-half by the employers (petitioned parishes, consolidated schools or high schools) and one-half by the labor organization.

II. Request for an Election

A. The first step is to determine if the lay teachers of a parish, consolidated school or high school desire to designate a collective bargaining representative or to disaffiliate with its current bargaining representative. Elections will be held only at those parish, consolidated schools or high schools at which the lay teachers comply with paragraph B below.

B. If 30% or more of the lay teachers express an interest in selecting a particular collective bargaining representative or to disaffiliate with its current bargaining representative, then a representation election shall be conducted. Such interest must be signified in a written statement(s) signed by the individual teachers. The signed statement(s) will be delivered by a teacher of the school to the neutral third party between January 1 and January 15. The neutral third party will keep the signed statement(s) in strictest confidence. See Appendix 1 for the template of the signature page.

C. If a request is not received by the neutral third party between January 1 and January15, then no representation election will be conducted.

D. Upon receipt of the signed statement(s), the neutral third party will request a list of eligible voters, as specified in Ill, B of this document, with their signatures. The list is to be sent to the neutral third party seven (7) calendar days prior to the election date by the school principal.

E. After an election has been formally called, all written communication between Confederation and teachers and the Office of Catholic Schools and teachers should be forwarded to the respective parties so as to facilitate transparency. This exchange of documents will continue from the time the vote is called for until the vote is formally tabulated.

III. Election

A. Prior to the election, both the representatives of the labor organization and the school administrators, pastors or representatives of the juridic person (in the case of a consolidated school) may make their views known regarding the selection of a bargaining representative or the disaffiliation from the current bargaining representative. Neither the school administration nor the labor organization shall threaten, coerce or attempt to interfere with the free choice of the eligible lay teachers. If anybody complains about election conduct, such complaints should be transmitted to the neutral third party for resolution. The neutral third party will hold a hearing(s) concerning complaint(s) about the election and render a decision which will be binding on all parties. Procedures for such hearings will be determined by the neutral third party giving both parties equal opportunity to be heard. No finding by the neutral third party may be contrary to Church law or teaching.

B. All full-time lay teaching employees, all part-time lay teaching employees who teach for one-half day or more and all teachers on approved leaves of absence will be eligible to vote. If an eligible teacher is absent on the day of the vote, the neutral third party will determine the procedure for absentee voting as necessary. Principals, assistant principals, administrative assistants and other administrators, those teachers who are in a religious community and teachers replacing teachers on approved leaves of absence will not be eligible to vote. One week prior to the election, the principal will prepare a list of eligible voters. This list will include the respective voter's signature. If the labor organization requesting the representation

election disputes the list, an objection is to be raised immediately to the neutral third party.

C. The election will be held at each school holding an election on the same date and at a time sufficiently close as not to influence the election at another school. The neutral third party will conduct each election in the respective building, prepare ballots, count the ballots and certify the results of the election, in writing, to the labor organization, the school principal, the pastor (in the case of a parish school), the representative of the juridic person (in the case of a consolidated school) and the Director of Certificated Personnel.

D. The election ballot will request employees to choose between the labor organization and no representation. Both choices will appear on the ballot. The labor organization will be recognized if it secures a simple majority of the valid votes cast. If a simple majority of the votes cast is not obtained by the labor organization, the labor organization will not be recognized. If the labor organization is not successful in an election, it may not request another election until the succeeding school year. See Appendix 2 for the ballot.

E. In the event a labor organization is selected by a simple majority of the votes cast, that organization shall be recognized as the sole collective bargaining representative of the lay teachers employed at that school. Such selection will not affect other schools.

Recognition as bargaining representative will be terminated in the event it is later determined, through a representation election conducted as outlined in this document (Section Ill, A, B, C, D and E), that the organization no longer represents the majority of employees.

IV. Recognition

A. If a labor organization is selected by a majority, the pastor or the representative of the juridic person (in the case of a consolidated school), or the diocese (in the case of a high school) will bargain collectively with the bargaining representative(s) selected by the

teachers, concerning wages and other conditions of employment for those lay teachers in the respective school. The teachers electing representation by a bargaining representative will be under the jurisdiction of the respective Diocese of Youngstown employment policies until a basic contract is negotiated and ratified. If teachers elect to disaffiliate from a bargaining representative, they will be under the jurisdiction of the basic contract until the end of the current school year. After the end of the current school year, they will be under the jurisdiction of the respective Diocese of Youngstown employment policies.

B. The teachers are not members of the labor organization and, therefore, not entitled to any labor organization privileges and/or benefits until a contract has been ratified by the labor organization and the pastor (in the case of a parish school), or the representative of the juridic person (in the case of a consolidated school) or the superintendent (in the case of a diocesan high school).
C. The parties shall not agree to any provision that is contrary to Church law or Teachings.

V. Enforcement

Adherence to the above procedures shall be based solely on trust. The procedures do not establish or create any enforceable legal right or remedy and no one shall seek equitable or administrative relief on the basis of any claimed departure from the procedures. The procedures set out above contain the sole and exclusive remedy for any claim violation.

VI. Termination of Service of Neutral Third Party

Upon completion of all of the procedures detailed in this document, the services of the neutral third party are terminated.

VII. Mutual Consent

Any procedures of this document may be altered, amended, or abbreviated through mutual consent of the aforementioned parties.

Appendix 1:
Signature page for request for vote Request for Consideration of Union Affiliation:
I, the undersigned, hereby request a vote in accord with the Procedures For Bargaining Representatives between the Youngstown Diocesan Confederation of Teachers and the Office of Catholic Schools. This vote will determine whether or not the teachers of _____ School will be represented by the YDCT.

Print Name _____ Sign Name _____

School _____ Date _____

Appendix 2:

Ballot Procedures for Bargaining Representative Elections (IIID, pg 3)

Ballot - Directions: Check One.
I hereby cast my vote--
_____ for representation by the Youngstown Diocesan Confederation of Teachers Labor Organization.

_____ for no representation.

Appendix 3:
Signature page for request for vote Request for Consideration to Disavow Union Affiliation

I, the undersigned, hereby request a vote in accord with the Procedures For Bargaining Representatives between the Youngstown Diocesan Confederation of Teachers and the Office of Catholic Schools. This vote will determine whether or not the teachers of ____ School will be represented by the YDCT.

Print Name_____Sign Name _____

A P P E N D I X L

ACKNOWLEDGMENT OF RECEIPT OF BASIC CONTRACT BETWEEN DIOCESE OF YOUNGSTOWN OFFICE OF CATHOLIC SCHOOLS AND THE DIOCESAN CONFEDERATION OF TEACHERS
2022-2027

I have received a copy of the Basic Contract Between Diocese of Youngstown Office of Catholic Schools and Diocesan Confederation of Teachers 2022-2027 and acknowledge that it is my responsibility to read and abide by the policies contained therein.

Signature of Teacher	Date
Signature of Confederation Representative or Designee	Date

A copy of this receipt will be placed in each teacher's personnel file and a copy will be sent to the Confederation office within ten (10) days after signing this form.

Dated at Youngstown, Ohio, this 31st day of MARCH, 2025.

Dr. Steven Jones, Superintendent
Office of Catholic Schools Diocese
of Youngstown

Mr. Charles Lozier, President
Youngstown Diocesan Confederation of Teachers

Mr. John Peplowski, High School Vice-President
Youngstown Diocesan Confederation of Teachers