
ARTICLE V: TENURE

1. A teacher possessing at least a Bachelor's Degree from an accredited four year college shall have the right of tenure herein set forth after the completion of six successive semesters of satisfactory teaching in Bishop Hoban High School. A teacher may be retained on probation without being granted tenure at the conclusion of his sixth successive semester for an additional two semesters.

A teacher who is to be retained on probation without tenure for two (2) additional semesters must be given notice to that effect at least fifteen (15) days prior to the end of his sixth successive semester. Such notice shall contain the reasons the School has for placing the teacher on probation and shall be interpreted to include, but not limited to, evaluation reports and notices of deficiency. A teacher receiving such notice may request, in writing, a meeting with the Committee for Review, as defined in Article XVI, Section 2, to discuss his/her case. The teacher may have an official of the Association with him/her at this meeting. This meeting shall be held within fifteen (15) days from the date that the request was received.

If the teacher is retained for the next school year and a probation notice has not been given within the required time at the conclusion of the sixth successive semester, then the teacher shall automatically be granted tenure.

- a. Teachers on probation shall be granted tenure at the conclusion of their second semester on probation unless the procedure for non-renewal of contract contained in Section 3, 4, and 4a below have been followed.
2. During the period of any annual contract, non-tenured teachers may not be dismissed except upon just cause.

Any non-tenured teacher whose contract is not to be renewed shall be notified to that effect in writing at least fifteen (15) days prior to the last day of the school year.

- a. However, a non-tenured teacher who has received a non-renewal notice may request in writing a meeting with the

Committee for Review to discuss his/her case. The teacher may have an official of the Association with him/her at this meeting. This meeting shall be held within fifteen (15) days from the date that the request was received. The request must be submitted no later than ten (10) days after the non-renewal notice is received.

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

Before dismissal, the respective teacher may be suspended from teaching but must be given an immediate exit conference, in the nature of a hearing, in order to review the substance of the written warnings. at this time, the teacher shall be furnished a written statement for such actions.

Any teacher who had previously taught the subject affected hereby at Bishop Hoban shall enjoy the protection of Section 4 below.

4. A teacher having tenure shall not be discharged except for reasons of serious and/or public immorality, gross insubordination, incompetency, or serious neglect of duty. Such discharge when based upon incompetency or serious neglect of duty shall be preceded by three (3) written warnings over at least a ninety (90) day period. Each of the warnings must be at least ten (10) days apart. The final warning must be prior to the last day of school. Before dismissal, the teacher shall be afforded a hearing within fifteen (15) days of termination and presented with a written statement of reasons for such action.
 - a. However, any teacher having unit coverage, who makes claim of contractual competency (defined in Article IX, Section 2), or certification, may be thereafter removed for incompetency in failing to carry out the assignment. Any decision of such incompetency shall be based upon three (3) separate written warnings made in a period of at least thirty (30) days after said teacher enters the classroom in exercise of his/her competency or certification. This shall apply only

if the teacher has not actually taught the area, claimed by competency or certification, within five (5) years.

- b. No future competency claims will be accepted unless the claimant possesses a state certification in that area.
5. The Board and Administration reserves the right to require Pennsylvania certification for all its teachers. Since teachers must obtain permanent certification, in the field in which they teach, as soon as they are assigned to the area in which they already hold temporary certification, it is hereby understood that these teachers will immediately begin to actively pursue the means by which this certification shall be obtained.
 - a. The Bishop Hoban Board of Pastors will make every reasonable effort to provide for teachers to maintain their permanent Pennsylvania certification in accordance with Act 48 of 1999, through in-service meetings and training sessions.
 6. The School shall initiate an Evaluation Process for all non-tenured teachers based on conditions established by the school. This process shall be attached to this Agreement as Exhibit A.
 - a. Evaluation according to the Evaluation Process shall be mandatory only with regard to non-tenured teachers. Tenured teachers may, at the discretion of the principal, be observed by the principal and/or vice principal.
 - b. The Evaluation Process shall remain in effect for the term of this contract.