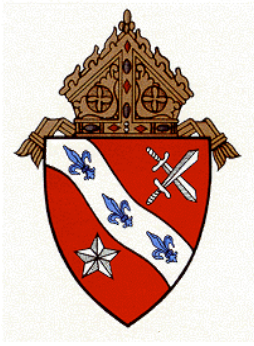


DIOCESE OF DALLAS

Schools Personnel Manual



## SERIES 3000

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# SCHOOL PERSONNEL

“Teachers and administrators, whether in universities or schools, have the duty and privilege to ensure that students receive instruction in Catholic doctrine and practice. This requires that public witness to the way of Christ, as found in the Gospel and upheld by the Church’s Magisterium, shapes all aspects of an institution’s life, both inside and outside the classroom. Divergence from this vision weakens Catholic identity and, far from advancing freedom, inevitably leads to confusion, whether moral, intellectual or spiritual.”

*Pope Benedict XVI, Meeting with Catholic Educators, April 17, 2008*



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### **3.100 EMPLOYMENT PRACTICES**

#### **3.101 STANDARDS FOR CATHOLIC SCHOOL EMPLOYEES**

All employees of schools, whether parochial, diocesan or privately operated, that are recognized as Catholic in the Diocese of Dallas must comply with the standards and procedures of the Texas Catholic Conference Education Department. Additionally, parochial schools and diocesan-operated high schools must comply with this *Handbook of Policies and Procedures for Catholic Schools*, as well as applicable policies of the diocese.

For purposes of this Handbook, the term “Catholic school” shall refer to all parochial schools and all diocesan-operated high schools. Similarly, the term “private Catholic school” shall refer to all privately owned elementary and secondary schools recognized and approved by the Bishop of Dallas as Catholic.

Employees are employed by a specific parochial school, diocesan-operated high school, or other private Catholic school each being a separate legal entity. Employees of parochial schools and diocesan high schools are subject to the principal and/or president in all school matters and are obliged to observe all local school policies and regulations as well as those contained in the *Handbook of Policies and Procedures for Catholic Schools* and the policies of the Diocese of Dallas.

It is recognized that administrators, teachers and all other school employees are engaged in a school for the express purpose of education in the academic, social, moral, and religious values promulgated by the Catholic Church. Employees therefore are expected to conduct themselves in word, action, and example in a manner consistent with the academic, social, moral, and religious teaching of the Catholic Church.

All personnel shall cooperate in forming the Catholic educational community by their words and actions.

Conduct which is contrary to Church teaching, and of sufficient magnitude, may be grounds for disciplinary action, including termination.

#### **3.102 EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY**

Catholic schools value the diversity and gifts of all people and therefore commit to equal employment opportunity in all its employment policies and practices. These policies and practices are administered without regard to race, color, national origin, age, gender, marital status, political affiliation, veteran status, or mental or physical disabilities not affecting one’s ability to perform the essential functions of one’s job.

All employment, however, in the school requires compliance with moral standards acceptable to the Catholic Church. There are certain positions in the school for which it is necessary to be Catholic, and some positions for which preference in hiring shall be given to people who are Catholic, who evidence an

understanding of the Catholic faith and a commitment to living that faith. Such preference is allowed under state and federal law, and does not constitute an illegal act of discrimination.

If an employee believes he/she has been treated in a manner that is in violation of this policy, the employee should promptly submit a complaint to the appropriate administrator, principal/president or pastor.

### **3.103 EMPLOYMENT-AT-WILL**

Ordinarily, individuals are employed by schools in an “at-will” relationship for an indefinite period of time. Schools may exercise discretion to terminate the employment relationship. Similarly, employees who do not have a written contract for a term may terminate the employment relationship.

Presidents may be hired only pursuant to the authority of the Superintendent of Catholic Schools after consultation with the Bishop.

Principals may be hired only pursuant to the joint authority of the pastor/president and the Superintendent of Catholic Schools.

Teachers and other staff of a school may be hired pursuant to the authority of the principal and/or president.

### **3.104 RECRUITING AND HIRING SCHOOL EMPLOYEES: OVERVIEW**

Each school seeks to hire the most qualified applicant.

Reasonable efforts will be made to fill vacant positions with internal candidates. However, the school may consider both internal and external candidates in order to hire the most suitable person available

Qualified persons interested in applying for positions in the Catholic schools of the Diocese of Dallas shall obtain the appropriate employment application form from the Catholic Schools Office website.

After the employment application has been completed and returned to the Catholic Schools Office, information pertaining to the professional applicant will be distributed to interested principal/presidents.

Upon being offered a position with a specific school, the applicant will go through a criminal background check. The position may be finalized upon criminal background clearance.

Once an employee has been hired, the principal/president shall provide notification to the Catholic Schools Office.

Non-instructional employees shall receive an employment letter specified and approved by the Catholic Schools Office.

Professional staff shall receive an employment contract specified and approved by the Catholic Schools Office.

**3.105 EMPLOYMENT APPLICATIONS**

Applications for a position of employment in a school will be completed on a form provided by the Catholic Schools Office.

All applications for employment will be retained by the Catholic Schools Office in an active file for a period of one year. A potential employee must notify the Catholic Schools Office if the individual wishes to extend the active file status.

When an applicant is hired by a school, the individual's employment application will be retained in his/her personnel file at the school where he/she is employed.

**3.106 EMPLOYMENT INTERVIEWS**

All applicants for employment, for any position, must be properly interviewed at all appropriate levels before any hire is permitted.

The interviewing administrator shall provide a written job description and discuss with the applicant the role of the position, including responsibilities and duties.

Any candidate who is being seriously considered for a position in a school shall have a careful check of his/her employment history, academic preparation, and references prior to being offered a position.

Any offer of employment is contingent in part upon the truthfulness and accuracy of information provided by the candidate on the application and/or in the interview process.

**3.107 EMPLOYMENT REFERENCES**

References for all school personnel shall be verified before being offered a position in a school. This includes employment history, academic preparation as well as references.

In addition to the required references, applications from a member of a religious congregation must be accompanied by a letter of endorsement from a duly appointed representative of the religious congregation.

**3.108 BACKGROUND INVESTIGATIONS**

Schools shall conduct background investigations on current employees, prospective employees or volunteers for all positions in order to obtain criminal records and/or credit reports. Schools retain the right to periodically or situationally update background investigations on employees and individuals.

Background investigations are conducted by the school prior to extending an offer of employment to an individual. No employment or contract will be considered valid until the background investigation is completed.

No individual, whether employee or volunteer may begin work until a clearance is issued. The finding of an arrest and/or conviction record will not automatically eliminate an individual from consideration for employment. All relevant circumstances, such as how long ago the arrest or conviction occurred and the crime involved, will be considered in relation to the specific job responsibilities and requirements.

Any employee who is hired to collect, record, and/or dispense monies (*i.e.*, bookkeeper, cafeteria manager, etc.) must undergo a credit report investigation prior to hiring. Credit information will be reviewed in relation to the position for which the applicant has applied.

### **3.109 JOB DESCRIPTIONS**

Every employee will have a written job description that identifies the job title, purpose of the job, and the description of expectations. The employee's classification of exempt or non-exempt according to FLSA as well as their employment status will also be indicated.

The job description will be periodically reviewed and/or updated or situationally reviewed when work responsibilities change.

### **3.110 EMPLOYMENT OF FAMILY MEMBERS**

Ordinarily an individual will not be placed in a position that would result in a direct supervisor/subordinate relationship with a relative.

Subject to the above limitation, applications received from family members will be processed according to the same procedures and given the same consideration as afforded all other external applicants for positions.

### **3.111 EMPLOYMENT OF ORDAINED PERSONS**

The Bishop, through the Chancellor for the Diocese of Dallas, must approve, in writing, the application of any priest or deacon to work in a school.

The Superintendent of Catholic Schools will be informed by the school when an ordained priest or deacon is employed by a school.

### **3.112 EMPLOYMENT OF CURRENT OR FORMER EMPLOYEES**

No teacher is eligible for hire while he/she is currently committed by contract at another school within the diocese.

Prior to making an offer of employment to an administrator and/or other professional individual who is a current or former employee of a diocesan entity,

the principal/president will ensure the applicant's eligibility for reemployment in a school within the diocese through written consultation with the Catholic Schools Office. If the applicant is applying for a non-contract position the principal/president will also contact the principal/president, pastor or business manager of the diocesan entity where the employee is currently or was formerly employed to obtain background prior to extending an offer of employment.

The principal/president will respect the rights and contracts of other schools when considering hiring an individual who is currently employed by another school.

As a matter of courtesy, an employee must notify his/her principal/president or pastor of intent to apply for a position with another school within the diocese.

Professional personnel will be given credit for administrative and/or teaching experience as documented by an official service record.

**3.113 TRANSFERS FROM WITHIN THE DIOCESE**

A school employee who transitions without interruption from a school to another employment entity within the diocese will be recognized as having continuous service for purpose of benefits.

**3.114 SUBSTITUTE TEACHERS**

School administrators are responsible for acquiring substitute teachers in the absence of a regularly employed teacher.

Substitute teachers must comply with background investigation and safe environment policies.

A long-term substitute, who works 30 or more consecutive days, must follow the application and interview requirements of the Catholic Schools Office.

**3.115 VOLUNTEERS**

Volunteers are a vital part of a school, providing a variety of services that might otherwise be unavailable. The status of a volunteer – as determined in the sole discretion of a school – is a privilege and not a right. Volunteers perform services solely as public-minded supporters of a school; they are not employees and do not qualify for diocesan benefits.

A non-exempt employee of a school may serve as a volunteer at the same or different diocesan school. Under no circumstances shall volunteer hours qualify for overtime pay.

**3.116 IMMIGRATION LAW COMPLIANCE**

In compliance with the Immigration Reform and Control Act of 1986, as amended, applicants as part of the hiring process shall be required to complete

the Form I-9 mandated by the United States Citizenship and Immigration Services (USCIS).

The USCIS guidance for I-9 compliance, found at [www.uscis.gov/I9](http://www.uscis.gov/I9), shall be strictly followed.

No employee shall be eligible to be paid until the completed I-9 form has been received by the employing school.

### **3.117                   ORIENTATION OF NEW EMPLOYEES**

All employees hired for the first time in Catholic parochial schools and diocesan high schools in the Diocese of Dallas as well as those employees who are returning to work in a Catholic school in the diocese after five or more years of absence shall be required to attend the annual orientation for new Catholic school employees provided by the Catholic Schools Office.

Orientation will provide information relative to Catholic schools in the Diocese of Dallas including, history, mission, philosophy, and goals of Catholic education in the diocese; explanation of the *Handbook of Policies and Procedures for Catholic Schools* for the Diocese of Dallas; and, the standards and procedures of the Texas Catholic Conference Education Department.

In addition, every Catholic school will conduct orientation specifically related to the mission, philosophy and goals of the particular Catholic school for new employees. Principal/presidents will inform prospective employees of this requirement before finalizing employment.

Orientation meetings at both the diocesan and local school level will be scheduled and conducted at the beginning of every new school term.

### **3.118                   EMPLOYEE HANDBOOK**

Each school shall prepare and make available to employees an employee handbook which presents the regulations, responsibilities and procedures of the local school to supplement this handbook. The school handbook will incorporate the school's mission, philosophy, goals, and objectives. The school handbook will be reviewed and updated annually.

The school shall also make the *Handbook of Policies and Procedures for Catholic Schools* accessible to all employees through the Internet or in printed form.

Each employee shall be required to sign a verification form indicating receipt of the school's employee handbook and the *Handbook of Policies and Procedures for Catholic Schools*, and acknowledging their acceptance and understanding of the policies and procedures. Copies of these verification forms shall be kept on file in the administrative office.

A copy of the current school employee handbook must be submitted to the Catholic Schools Office each year by August 15<sup>th</sup>.

### **3.119 EMPLOYMENT CONTRACTS**

Professional personnel will be employed according to the appropriate employment contract specified by the Catholic Schools Office. Professional personnel, for the purpose of this policy, include qualified presidents, principals, assistant principals, and teachers (including school counselors, information technology persons, and librarians). All other employment is “at will”.

There is no tenure, implied or stated, in the parochial and diocesan owned high schools within the Diocese of Dallas. Contracts are offered for a maximum of one year, July 1 through June 30.

Only the contract form issued by the Catholic Schools Office will be considered as a valid contract.

Teacher contracts are valid only if signed by the principal and/or president and the teacher. Assistant principal contracts are valid only if signed by the principal and/or president and the assistant principal. Principal contracts are valid only if signed by the pastor or president, the Superintendent of Catholic Schools, and the principal. President contracts are valid only if signed by the Superintendent of Catholic Schools and the president.

### **3.120 OFFER OF A CONTRACT**

The following target dates for notice of offer of a new contract shall apply unless extenuating circumstances intervene.

The Superintendent of Catholic Schools will notify the president of the diocesan high school, in writing, of the offer of a new contract for the following school term on or before February 15 of a given school year.

The pastor or president will notify the principal, in writing, of the offer of a new contract for the following school term on or before February 15 of a given school year.

The principal will notify teachers and other professional personnel, in writing, of the offer of a new contract for the following school term on or before May 1 of a given school year.

The failure to give timely notice does not result in automatic renewal of the contract, but rather obligates the employee to make inquiry regarding status.

When a new contract is offered to an individual the written offer will specify the date by which the offer expires. If the individual does not accept the offer of a contract by the specified date the position is determined vacant and subject to be filled by another person.

Contracts for presidents, principals, and assistant principals will be signed on or before May 1 and contracts for teachers and other professional personnel will be signed on or before June 1, unless the date is changed by mutual consent, evidenced in writing.

**3.121           JOB ABANDONMENT**

Employees who must be absent from work must report their absence to the designated person at the school at their earliest opportunity. The failure to give notice shall be grounds for disciplinary action up to and including termination.

An employee who is absent without proper notification and authorization will be deemed to have submitted a voluntary resignation. Absences from work without proper notification and authorization from the principal and/or president will be considered abandonment after the third consecutive day of absence. The effective date of termination will be the last day which the employee actively worked. If a position is abandoned, the employee will be paid only for each day actually worked.

**3.122           EMPLOYEE DATA CHANGES**

Employees are responsible for providing current personal information to the principal/president or his/her designee at the beginning of the new school term or whenever this information changes. Examples in family status changes include marriage, divorce, birth, and adoption. Changes in citizenship status or the number of dependents should also be reported.

Eligible employees have 30 days to voluntarily enroll new spouses, newborns or adopted children in the Group Health Insurance Plan as dependents.

**3.123           VERIFICATION OF EMPLOYMENT/NEUTRAL REFERENCE**

The pastor, principal/president, and Superintendent of Catholic Schools are the only individuals authorized to answer inquiries about a current or former employee. As a matter of policy, the school and/or diocese does NOT provide references regarding employment to prospective employers. Any information about a current or former employee, other than dates of employment and job title, will not be released to external sources, without written authorization of the Superintendent of Catholic Schools.

**3.124           WORK SCHEDULES**

Work schedules are established by the school. Ordinarily, the work week for non-exempt employees consist of not more than 40 hours. Failure to comply with established attendance and work schedules shall subject employees to discipline up to and including termination.

The decision to have non-exempt employee work overtime must be approved in writing and signed by the supervisor with budget authority for the school. Schools shall compensate overtime hours at the rate of 1.5 times base rate.

Any work day that an employee fails to report for work shall be charged as a full day of absence to the appropriate paid leave. In the event that paid leave has been exhausted, the employee will not be paid.

**3.125 INCLEMENT WEATHER**

Schools shall follow the decisions of their local public school district regarding school cancellation, delay, or early dismissal because of weather conditions. If the principal/president deems it necessary to act outside of the local public schools' decision regarding cancellation, delay, or early dismissal, he/she may do so exercising best judgment in the interest of safety. Following such a decision, the Superintendent of Catholic Schools must be informed.

It shall be the responsibility of the principal/president to ensure that any instructional time lost due to school cancellation is made up. The school administration shall set up procedures for notifying employees on the opening or closing of the school due to inclement weather.

Employees who are not going to report to work, or will be late to work due to a weather-related issue, must call to inform the designated person at the school.

### **3.200 BENEFITS AND COMPENSATION**

#### **3.201 COMPENSATION**

Catholic schools will not discriminate in the administration of salaries as it relates to employees based on race, sex, national origin, handicap conditions, marital status, age, veteran status, women and men in religious orders, i.e. equal pay for equal work. Equitable compensation will be based on the nature of the position as well as the education and experience required for the position.

In addition to a salary structure for teachers and other professional personnel, the local governing body will adopt a salary structure for other non-contract positions that recognizes variance in job responsibilities, requirements and performance.

The compensation program will be consistent with the approved budget of the individual Catholic school. The salary scale/structure will be reviewed annually and changes will coincide with the fiscal year.

#### **3.202 LEAVE FOR 10 AND 11 MONTH EMPLOYEES**

Full-time employees working 10 and 11 months follow the official school calendar; enjoy school holidays off as well as vacation time off during the summer. These employees will limit vacations to times when school is not in session in order for the school to operate smoothly and to maximize student learning.

Eight days of leave per school year shall be provided for all full-time employees (30 hours per week or more) who work on a 10 or 11 month schedule to be used for illness or other family emergency. Unused leave days will accrue from one year to another under the following conditions: that such accumulated leave may not exceed thirty (30) days (including paid time off for the current school year); that there is no financial remuneration for unused accumulated paid time off; and, that paid time off may not be carried from one school to another. All leave balances are calculated according to the school's fiscal year, which begins July 1 and ends June 30.

Leave for 10 and 11 month personnel hired after the school year has begun shall be prorated for the remainder of the school year. Part-time employees (those working 20-29 hours per week) will be provided 8 days paid time off but the day will be equivalent to the employee's average work hours per day.

When leave is depleted, a day's salary is deducted for each additional day's absence. A day's salary for a 10 month employee shall be computed at 1/187 of the total annual salary. A day's salary for an 11 month employee shall be computed at 1/220 of the total annual salary.

Employees absent for five days or more due to illness must submit a doctor's note. In case of an extended illness, a doctor's release will be required in order to return to work.

**3.203**

**PAID TIME OFF (PTO) 12 MONTH EMPLOYEES**

Paid time off for employees working a twelve month year includes personal days, sick days and vacation. The principal/president will publish the list of holidays for this group of employees at the beginning of the new fiscal year.

Paid time off for employees working 12 months is as follows:

PAID TIME OFF	
1-2 Yrs. Consecutive employment	15 days
3-4 Yrs. Consecutive employment	19 days
5-6 Yrs. Consecutive employment	24 days
7-8 Yrs. Consecutive employment	28 days
Years after 8	30 days

The above PTO schedule is the maximum PTO that can be given. If the school’s schedule is less than what is stated above, there must be a written school policy included in the school’s employee manual substantiating the PTO schedule.

All PTO requests must be in writing in advance and submitted to the employee’s immediate supervisor for approval. Approval will be given subject to workload. Extensive PTO must be avoided around major holiday periods.

The equivalent of not more than 5 days unused PTO may be carried over from one fiscal year to the next.

All leave balances are calculated according to the school’s fiscal year, which begins July 1 and ends June 30.

Regular part-time employees who work less than 30 hours per week are entitled to PTO on a prorated basis.

Employees absent for five days or more due to illness must submit a doctor’s note. In case of an extended illness, a doctor’s release will be required in order to return to work.

Full-time, 12-month employees, who have provided at least two weeks advance notice of their resignation, will be paid for earned, unused PTO upon termination. Employees who do not give the requisite notice will not be reimbursed for earned, but unused PTO. Employees who are terminated involuntarily are not eligible to receive earned but unused PTO.

**3.204**

**OFFICIAL SCHOOL CALENDAR AND HOLIDAYS**

The official school calendar will indicate official school holidays and days of required teacher in-service. All employees who work the 187/220 day school year work according to the official school calendar and are paid either according to the terms of their employment contract or letter of employment.

The principal and/or president in consultation with the pastor, where appropriate, will publish an annual paid holiday schedule for non-exempt employees who work on a 12 month year round basis.

**3.205 OVERTIME**

Occasionally, non-exempt employees may be required to work overtime. In compliance with the Fair Labor Standards Act, these employees are eligible to receive overtime compensation in an amount of one and one-half times (1.5) their regular hourly rate of pay for each hour over forty (40) worked. All overtime for non-exempt employees must be approved, in writing and in advance, by the principal/president or his/her designee.

**3.206 COMPENSATORY TIME**

The Catholic school does not offer compensatory time to staff. Exempt personnel are expected to devote sufficient time to accomplish the objectives of his/her position. Non-exempt personnel are to be paid overtime for excess time, as described in overtime.

**3.207 EDUCATION LEAVE AND SKILLS IMPROVEMENT**

The school, through the principal/president, may provide leave for an employee to attend short-term classes and seminars for job-related professional growth according to the school's financial capabilities and in keeping with the annual operating budget.

If approved, and funds are budgeted, the principal/president may authorize full or partial payment of fees for such classes but is not required to authorize funds.

**3.208 JURY DUTY**

Time required for jury duty is given in addition to normal leave time. An employee is expected to work on days when the jury is not in session. No deductions will be made from the employee's salary. Leave with pay will be granted for jury duty, upon presentation of appropriate documentation. To qualify for leave with pay, a signed document showing days of jury duty must be provided to the principal/president or his/her designee.

**3.209 LEGAL APPEARANCE LEAVE**

Employees required by a written legal summons to make a legal appearance will be given the time off with pay necessary to make the appearance provided the appearance is job related. When the employee is required to appear for a legal matter that is not job related the leave is without pay or the employee may use any available paid time off (PTO).

The employee must provide the written legal summons to the principal/president or his/her designee in order to be eligible for paid leave or PTO.

**3.210 VOTING LEAVE**

In most circumstances, a normal school day provides sufficient time for employees to vote during non-working hours. In the event of unusual circumstances, schools will comply with Texas law to ensure that employees have an opportunity to vote.

**3.211 MILITARY LEAVE**

Employees who are required to serve in any branch of the Armed Forces for the United States or who are engaged in state military service will be given the necessary time off and the schools will comply with all applicable laws. The specific terms of the absence and of the employee's right to reinstatement, seniority, benefits, and compensation after a military leave are governed by law.

Employees seeking assistance with an absence from work due to military service should contact the diocesan Director of Human Resources.

**3.212 BEREAVEMENT LEAVE**

Up to five (5) days of bereavement leave with pay may be granted in the event of death in the immediate family of the employee. Immediate family includes the employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, or father-in-law.

Attendance at other funerals will be subject to the provisions of "paid time off" and will require approval.

If a death occurs at a time when work is not scheduled, payment will not be made. When a holiday or vacation occurs on any of the days of absence, the employee will not receive holiday or PTO pay in addition to paid bereavement leave.

**3.213 MATERNITY LEAVE**

Leave due to pregnancy is treated the same as any other short-term disability. An employee who becomes disabled due to pregnancy shall be granted a reasonable leave of absence during such period of actual disability.

Depending upon the number of full-time employees at a school, a pregnant employee may be eligible for leave pursuant to the Family and Medical Leave Act. See Policy 3.214. In addition, the employee may qualify for short term disability benefits.

Upon learning of pregnancy, an employee shall notify the principal/president, in writing, reasonably in advance of the anticipated date of delivery.

Pregnancy leave shall be granted only for the period of time that the employee is unable to work because of the pregnancy or childbirth.

Any accumulated paid time off (PTO) may be taken during the period of such disability. If the employee has no accumulated PTO, or has used her accumulated PTO, this leave shall be without pay.

### **3.214 FAMILY AND MEDICAL LEAVE**

The Family Medical Leave Act may apply to some schools with at least 50 full-time employees. The Family and Medical Leave Act allows eligible school employees to take up to twelve (12) work weeks of unpaid leave during a 12-month period for the following reasons: because of the birth or placement for adoption or for foster care of a child; because of the serious health condition of a spouse, child, or parent; or because of the employee's own serious health condition. A "serious health condition" is defined by the FMLA as an "illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

Additionally, a qualifying employee may have FMLA leave available to care for a covered family member who has been serving in the Armed Forces, or to assist a covered family service member with things like short-term deployment.

The "12 month period" for schools will be from July 1 to June 30. When feasible, an employee must give the employer at least 30 days written notice of the necessity for the leave.

Unpaid FMLA leave time does not count toward earning PTO but such time does count toward vesting in the 403B Retirement Savings Plan.

### **3.215 SHORT-TERM DISABILITY**

Short-term disability provides income protection if an employee becomes disabled and cannot work due to a non-occupational illness or other injury lasting more than 14 consecutive days. If the employee has leave or PTO available it will be applied the 14 calendar day period. If the employee does not have any leave or PTO available then the 14 calendar day elimination period will be without pay. All full-time employees are eligible for this benefit. Benefits from STD insurance will equal 60% of weekly earnings not to exceed \$1,000 per week. STD benefits are paid for up to 11 weeks after a 14 calendar day elimination period (14 calendar days after the onset of the non-occupational illness or other injury). In the case of maternity, STD will pay 60% for 4 weeks for normal delivery and for 6 weeks for Cesarean section birth after the 14 calendar day elimination period.

If the employee is not actively at work due to short term disability he/she must continue to pay insurance premiums for his/her medical and dental coverage as well as any elected voluntary coverage. If the employee elects not to continue coverage while on short term disability, then the employee will be subject to pre-existing condition exclusions and/or underwriting requirements.

**3.216 SOCIAL SECURITY, MEDICARE**

Lay employees of school entities are covered by Federal Social Security and Medicare programs. Schools contribute amounts as required by these programs.

**3.217 UNEMPLOYMENT COMPENSATION**

Schools are exempt from mandatory participation in the Unemployment Compensation program. Therefore, there is no unemployment benefit accrued as an employee of a school within the Diocese of Dallas.

**3.218 COBRA**

Because of its position as a religious institution, the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) benefits extensions do not apply to employees of schools and parishes of the Diocese of Dallas.

For alternatives to COBRA, consult Section 3.223 (Continuation of Benefits)

**3.219 LEAVE WITHOUT PAY**

Leave without pay may be authorized, for justifiable reasons, by the appropriate administrator, upon written request by the employee. If such leave is authorized but is in excess of 90 days, the leave may result in a loss of position for the employee.

The educational needs of the students being affected by the absence of the employee, the financial burden which may be placed on the school, and the demands of the school calendar will be considered before leave is granted.

Prior to the leave of absence, any agreements concerning the job description, the salary and benefits commitment, the medical and retirement benefits, and any other agreements regarding the employee's return must be specified in writing, and signed by the appropriate administrator and the employee.

If an employee does not return at the end of an authorized leave of absence, the employee will be considered as having voluntarily resigned.

If an employee is not actively at work due to a leave of absence, the employee must continue to pay insurance premiums for his/her medical and dental coverage as well as any voluntary coverage that the employee elected. If the employee elects not to continue coverage while on a leave of absence, the employee must be aware that upon return to an active work status he/she must rejoin the insurance program and may be subject to pre-existing exclusions and/or insurance underwriting requirements.

**3.220 WORKER'S COMPENSATION**

Employees are eligible for the State Workers Compensation Program benefits as appropriate.

Schools in the Diocese of Dallas comply with the Worker's Compensation Act of Texas. Employees must immediately report all work related illnesses and injuries to the principal/president or his/her designee. An Employer's First Report of Injury of Illness must be completed by the administrator and submitted directly to the third party administrator of the plan for the diocese.

Eligible employees who are unable to work as a result of a job-related injury or illness may qualify for Family Medical Leave. Therefore, such employees must complete a Leave of Absence Request Form and provide a medical certificate of their inability to work.

### **3.221 ABSENCE CONTROL POLICY**

Schools are not staffed such that long-term absences can be accommodated without materially affecting the school's ability to educate children. A school cannot keep a job open beyond 90 days. If an employee cannot return to full duty at the end of 90 days, irrespective of the reason (work related or non-work related) the school will be forced to fill the position.

### **3.222 GROUP MEDICAL, DENTAL AND LIFE INSURANCE**

Group medical, dental, short term disability and life insurance is provided for all employees working at least 30 hours per week. The school pays 100% of the premiums for lay employees covered under the Diocese of Dallas Self-Funded Group Plan in the employee is in the DHMO. If the employee is in the Dental PPO then there is a nominal premium for this benefit. Dependent/spouse coverage is available at employee's expense.

Employees enrolled in the diocesan medical insurance program are covered by a group term life insurance policy. The premiums for this policy are paid entirely by the employing school through the health insurance premium. The benefit is a minimum of 1x salary or \$20,000 to a maximum of \$50,000 in term life insurance with an equivalent amount of coverage for accidental death and dismemberment insurance coverage.

Employees are eligible for this insurance on the first day of work. For further details of this policy please see the Plan Document available from the Pastoral Center benefits office. Newly hired employees have 30 days from their first day of work to enroll in the group medical and dental program. If they do not enroll during the 30 days from their first day of work they must wait until the next open enrollment period to enroll in benefits unless they have a qualifying life event.

Newborns must be enrolled in the group medical and dental program within 30 days following their birth. If not enrolled during the 30 days following their birth the employee must wait to enroll them at the next open enrollment period unless they have a qualifying event. Please note all newborns to individuals covered under the medical and dental plan are automatically covered the first 30 days after birth by the Group Insurance Plan. After the first 30 days the employee must enroll the newborn as stated above.

**3.223            GROUP EMPLOYEE PAID SUPPLEMENTAL BENEFITS**

The Catholic Diocese of Dallas offers employees that are eligible for the medical and dental insurance program additional supplemental benefits at the employee's expense; these benefits include a vision plan, voluntary long term disability, voluntary supplemental life insurance as well as medical and dependent care flexible spending accounts. More information may be found on these benefits on the diocesan website under Employment and New Hire Information and Forms. New employees hired during the calendar year must wait until the next open enrollment period to sign up for these supplemental benefits.

**3.224            CONTINUATION OF GROUP INSURANCE**

Group medical, dental, and prescription insurance may be continued at the former employee's own expense at the published rates. Payment must be received by the 10<sup>th</sup> of the month for that month's insurance. If payment is not received at the designated time then insurance will be permanently cancelled. Continued insurance coverage may be carried for a maximum of eighteen (18) months from the resignation/termination or retirement date.

For assistance with securing continuation coverage, please consult the diocesan Director of Human Resources.

**3.224            RETIREMENT SAVINGS PLAN 403(B)(7)**

The Diocese of Dallas has adopted a 403(b) retirement savings plan for lay employees of Catholic schools in order to provide retirement benefits for the eligible lay employees of schools. The school will contribute in accordance with the Plan.

Severance pay, if any, is pay received due to separation of service and is not eligible to be salary deferred into the retirement plan. Severance pay is eligible for the mandatory employer contribution in a year in which eligibility has been satisfied. Additional information on the 403(b) Retirement Plan can be found in the Summary Plan Description or Plan Document available from the Benefits Office at the Pastoral Center.

For questions about the diocesan 403(b)(7) retirement savings plan, please contact the diocesan Director of Human Resources.

**3.225            EXPENSE REIMBURSEMENTS**

Employees will be reimbursed for reasonable business expenses or expenses incurred on behalf of the school as long as they have been pre-approved by the appropriate administrator.

Pre-approved job related and documented mileage (excluding commutes from/to employee's residence) will be reimbursed at a rate established and published by the IRS.

Once expenses are incurred, employees must submit a completed expense report within 30 days of the purchase, accompanied by receipts for all expenses to the appropriate administrator.

### **3.300 STATUS AND RECORDS**

#### **3.301 EMPLOYEE RECORDS AND FILE ACCESS**

State and federal law require employers to keep current and accurate employee records. Employee files (payroll and/or HR file) are established for each employee at the time of hire and maintained in a locked file. Only the principal/president, Superintendent of Catholic Schools or other individual designated by the principal/president will have access to the employee file.

Employee files are the property of the school. Under no circumstances is an employee permitted to remove anything from his/her file. Employees are welcome to review the information in his/her own file within a reasonable time following a written request to the appropriate administrator.

The information in the personnel file may be furnished to third parties only with the written permission of the employee.

#### **3.302 EMPLOYEE FILE**

Personnel files for employees should contain the following items and be kept in a locked file cabinet in the administrative office:

1. Catholic Schools Office application
2. Resume
3. References/employment verifications
4. Specialized Instructor Certificate
5. Payroll authorization forms
6. Benefit enrollment forms
7. T.B. test (if required)
8. Performance appraisals, growth plan (when applicable) for the past three years, signed by administrator and employee
9. Disciplinary memoranda
10. Job description
11. Extracurricular responsibilities
12. Employee attendance record
13. Bloodborne pathogen training acknowledgement form (taken from TCCED Health Manual)
14. Texas new hire reporting employer compliance
15. I-9 (if hired after 1986) (must be retained in a separate file)
16. Employee emergency information (retain in a separate accessible file)
17. Criminal background clearance and documentation of all required safe environment training
18. Sign off forms for all handbooks
19. Letter of resignation
20. Notification of discharge

In addition to the above, personnel files for professional personnel will contain the following documents:

1. Official college transcripts

2. State teaching certificates
3. Religion certification (when applicable, teachers of religion)
4. In-service record
5. Professional growth to strengthen competence records
6. Deficiency Removal Plan (when applicable)
7. Technology proficiency documentation (if hired after 2000)
8. Current contract
9. Official Teacher Service Record (This will be recorded on personnel database after July 1, 2009.)

### 3.303

#### **CLASSIFICATION OF EMPLOYEES**

**Exempt employee:** an employee who is exempt from the overtime provisions of the Fair Labor Standards Act.

**Non-exempt employee:** an employee not classified as temporary, who is scheduled to work at least 30 hours per week on a regular, continuing basis.

**Full-time employee:** an employee not classified as temporary, who is scheduled to work at least 30 hours per week on a regular, continuing basis.

**Part-time employee:** an employee not classified as temporary, who is scheduled to work less than 30 hours per week on a regular, continuing basis.

**Temporary worker:** a person employed directly or through an agency to accomplish a specific job, to work for a specific period of time, or otherwise to work on an as-needed basis. Temporary workers are not eligible for any employee benefits.

**Independent contractor:** a person engaged in a distinct occupation or business, which retains the right to control the manner and means by which a task or job is accomplished.

### 3.304

#### **REQUIREMENTS OF PROFESSIONAL PERSONNEL**

The Texas Catholic Conference Education Department specifies standards of qualification for administrators, teachers, and other educational positions in the Catholic schools of Texas.

All candidates for teaching positions whether clergy, religious, or lay, shall have at minimum, a bachelor's degree from a regionally accredited institution, with a concentration of study in the area for which they are being hired and a minimum of 12 credit hours of professional education. State teacher certification is preferred.

Candidates shall be carefully prepared so that both in secular and religious knowledge they are equipped with suitable qualifications and pedagogical skills. Candidates shall provide documentation of such preparation as part of the application process.

When after an extensive search a qualified candidate cannot be found, the principal/president will consult with the Superintendent of Catholic Schools to secure a “Deficiency Removal Plan” for the position.

### **3.305 TEACHERS OF RELIGION**

Teachers of religion and/or high school campus ministers must be practicing Roman Catholics and in good standing with the Catholic Church.

Teachers of religion at the elementary and/or secondary level must comply with the minimum standards of the Texas Catholic Conference Education Department for teachers of religion.

Teachers of religion in elementary schools must obtain a certificate of completion in a faith formation program approved by the Catholic Schools Office. Completion of the program must be within five years of employment as a teacher of religion.

High school teachers of religion are encouraged to pursue a master’s degree in religious studies, theology, or its equivalent from a regionally accredited Catholic college or university. In the absence of such, the high school religion teacher must comply with the minimum standards of the Texas Catholic Conference Education Department for teachers of religion.

In lieu of a certificate to teach religion, a teacher may be approved if he/she has an academic minor (minimum of 18 college credits) in religious studies, theology, or its equivalent from a regionally accredited Catholic college or university.

### **3.306 SPECIALIZED INSTRUCTOR**

Under exceptional circumstances, in elementary schools, if a candidate for hire does not possess a degree or one cannot be secured, a non-degreed instructor may be employed as a specialized instructor for certain specific subject areas.

The principal/president will submit the individual’s credentials along with a written request for a Specialized Instructor Certificate in the specific subject area to the Catholic Schools Office. If approved, the Superintendent of Catholic Schools will provide a written endorsement for hire under the specialized instructor status. This endorsement is good only at the particular school for the subject indicated on the certificate.

Elementary schools may hire specialized instructors for the following areas: English as a second language (ESL), fine arts, foreign language, computer technology, and physical education.

### **3.307 PERSONS EDUCATED IN ANOTHER COUNTRY**

Evaluation of credentials of persons educated in another country will be conducted by a service that is affiliated with one of the following national

organizations: National Association of Credential Evaluations Services (NACES), the American Association of Collegiate Registrars and Admissions Officers (AACRAO), or the National Council on the Evaluation of Foreign Educational Credentials (NCEFC).

Before any offer of employment is made, the Superintendent of Catholic Schools must review and approve the results of the evaluation of the individual's transcripts along with complete credentials.

### **3.308**

#### **PROFESSIONAL SERVICE RECORD**

Years of service for all professional personnel must be verified by an official service record, signed by the principal/president or his/her designee. One full year of service will be granted for service of 100 to 180 teaching days within the academic year. One half year of credit will be granted for service of 90 to 99 teaching days within an academic year.

The principal/president will designate an individual to update these records on the specified personnel database at the close of each academic year.

**3.400 PERFORMANCE AND PROFESSIONAL DEVELOPMENT**

**3.401 NEW PRINCIPAL ORIENTATION**

The orientation process for new principals in the Diocese of Dallas will be conducted through a series of special meetings scheduled throughout the school year for new and nearly new principals with the Superintendent of Catholic Schools and the Associate Superintendent of Catholic Schools.

The content of such meetings will include topics of school administration as well as current issues of education and how these relate to the everyday operations of the school.

When practical, every new principal will be paired with a “mentor” for the first two years in a school.

All principals new to the profession and/or new to the Catholic schools of the Diocese of Dallas must attend and participate in this program.

**3.402 PROFESSIONAL IN-SERVICE DAYS**

According to standards specified by the Texas Catholic Conference Education Department, each school will have at least seven teacher in-service days. Professional in-service scheduled by the Catholic Schools Office may be included as part of the seven required days. At least two of these days will be designated for spiritual formation.

The annual Ministries Conference is scheduled as one of the seven required in-service days for schools. All professional staff members are required to attend the first day of this conference.

At least four hours of any regular in-service day must be devoted to issues of professional growth.

In-service days are regular work days for all personnel. Absence from these days will be treated as any other absence.

In-service days are intended to provide professional growth opportunity for the professional staff. Therefore, if absent, the employee will be required to make up the work on his/her own time and provide documentation to the principal/president.

**3.403 ANNUAL PROFESSIONAL ADVANCEMENT**

All professional staff members are responsible for continuous educational growth as specified by the Texas Catholic Conference Education Department.

Professional staff members are required to obtain a minimum of 8 clock hours, annually, of professional growth to strengthen competence in the area for which they are employed. This requirement is in addition to the regular seven days of in-service.

This requirement must be satisfied between June 1 and May 31 of each school year.

**3.404 PERFORMANCE APPRAISAL OF THE PRINCIPAL/PRESIDENT**

The principal/president will be appraised annually according to procedures and using the forms specified by the Catholic Schools Office.

Formal appraisal of the principal/president will be completed by April 1 each year absent extenuating circumstances.

The pastor and principal of the parochial elementary school as well as president and principal of the diocesan high school will follow the procedures specified in the approved principal appraisal process. The Superintendent of Catholic Schools will meet with the appropriate parties to review the results of the appraisal.

The Superintendent of Catholic Schools will conduct the appraisal of diocesan high school presidents. The Superintendent of Catholic Schools will meet with the president to review the results of the appraisal.

**3.405 PERFORMANCE APPRAISAL OF PROFESSIONAL PERSONNEL**

All teachers and other professional personnel will be appraised and provided a written summation of that evaluation at least once a year using the form specified by the Catholic Schools Office

The principal and/or his/her qualified designee will make at least one formal classroom observation of each teacher before completing the formal appraisal. The results of the observation(s) will be shared in writing with the teacher within one week of the observation. All observations should include strengths as well as areas in need of growth.

The principal and/or his/her qualified designee will make at least one formal classroom observation each semester for all teachers new to the school. The results of the observation(s) will be shared in writing with the teacher within one week of the observation.

The goal will be to complete the appraisals by April 15 of the school year. A copy of the appraisal, signed by the administrator and the teacher, is given to the teacher and a copy is retained in the teacher's file at the school. This appraisal does not follow the teacher.

**3.406 APPRAISAL FOR NON-CONTRACT EMPLOYEES**

All non-contractual employees will be appraised at least once during the school year using the instrument specified by the Catholic Schools Office. The purpose of such appraisal is to allow the employee, in consultation with the principal and or president, to set goals for the future, evaluate the success with which

previously set goals have been met, commend the employee for work well done, and help improve performance when necessary.

The goal will be to complete the appraisals by May 1 of the school year. A copy of the appraisal, signed by the administrator and the employee, is given to the employee and a copy is retained in the employee's file at the school. This appraisal does not follow the employee.

### **3.500 STANDARDS OF CONDUCT AND BEHAVIOR**

#### **3.501 CODE OF CONDUCT**

It is the responsibility of every school to act in an honest and forthright manner in all workplace concerns; treat all people, including but not limited to co-workers, supervisors, volunteers, parishioners, students, and visitors with respect and conduct oneself in an ethical manner consistent with the teachings and principles of the Catholic Church.

If an individual's behavior interferes with the orderly and efficient operation of the school or reflects negatively on the school or the Diocese of Dallas or the Catholic Church, corrective disciplinary actions will be implemented up to and including termination.

The following standards, although not exhaustive, will be observed:

- Employees will, at all times, engage in moral and ethical conduct consistent with the teachings and principles of the Catholic Church.
- Employees will not engage in outside employment that results in a conflict of interest with duties that pertain to his/her church/school related responsibilities.
- Employees will not use school property other than for approved purposes.
- Employees will not disclose confidential information without proper authorization.
- Employees will not accept, without approval from his/her supervisor, any gift from any individual or entity engaged in business dealings or seeking to engage in business dealings with the school.

"Approval" or "authorization" must be memorialized in writing.

Violations of these guidelines are subject to disciplinary action up to and including termination.

#### **3.502 CONFLICT OF INTEREST**

A conflict of interest is a circumstance in which the personal interests of an individual, administrator, director, or committee member may potentially or actually be opposed to, or be perceived to be opposed to, the interests of the school.

Some examples of conflicts of interest include, but are not limited to, the following:

- Conducting business with a family member or business partner of a supervisor, administrator, or employee
- Disclosing or using information relating to the business of the School for personal profit or advantage
- Having direct responsibility for the hiring or supervision of a family member

- Using the assets of the Diocese, school, or any of its agencies to conduct personal business, including during business hours, and using computers, copiers and postage for personal business.

Employees will refrain from activities that create a conflict or potential conflict of interest. When a conflict of interest or a potential conflict of interest is realized, the employee shall disclose the existence and nature of the issue to the principal/president who shall notify the Superintendent of Catholic Schools.

**3.503                    OUTSIDE EMPLOYMENT**

Employees should not have outside employment that could be considered immoral, a conflict of interest, or contrary to the Church's teachings, or interfere with providing their best performance.

Any employee participating in outside employment must notify the principal/president, in writing, so a determination can be made that a conflict does not exist. The notification must include the employer's name and address, the title of the second position held, and the nature of the business. It shall be grounds for immediate termination if an employee fails to give notice and/or refuses to relinquish second employment deemed to be a violation of this policy.

**3.504                    CONFIDENTIALITY**

All confidential information whether prepared by the employee or otherwise coming into his/her possession shall be the exclusive property of the school. All such confidential information shall be returned to the school upon termination of employment or at such other time specified by the school.

The retention and use of duplicates in any form of such files or records by the employee is prohibited unless authorized by the employing entity.

Confidential information includes, but is not limited to, the following:

- Correspondence and contributions
- Personnel and payroll records
- Relationships between the school and benefactors
- Privacy rights of the student, including grades and performance
- Health information
- Matters concerning pastoral counseling
- Matters of dispute between the administration and employee
- Any matter upon which an individual consults an employee of the school on a confidential basis
- School strategies and plans
- Records and information related to matters of a legal nature

**3.505                    APPEARANCE AND MANNER OF DRESS**

Schools and school personnel are a witness by word and example to the children in their charge.

All persons employed by a school represent the Church and therefore should dress in a manner appropriate to their work. Given the variety of positions within the school, there may be specific requirements concerning proper dress attire that are associated with duties in a particular department.

Principal/presidents shall establish and implement policies regarding personal appearance and dress that best suit the job duties among the various functions performed by school personnel. These policies may regulate appropriate clothing, jewelry, hair length, facial hair, personal appearance, hygiene, and the use of perfumes or scented lotions.

Clothes should present a professional and tasteful image for the school environment and be appropriate for the duties the employee performs.

Ordinarily, employees attending diocesan meetings or conferences should be in business dress attire.

### **3.506**

#### **EXTERNAL COMMUNICATIONS**

The objective of the external communication policy is to communicate in a pastoral manner the position of the school. In using the news media to communicate, every attempt will be made to show compassion, concern, and willingness to extend the love of Christ to all parties involved, consistent also with the privacy concerns of individuals.

##### **Communication in Normal Situations:**

- Schools contacted by the media shall notify the Director of Communications for the Diocese and the Superintendent of Catholic Schools. School officials shall work with the diocesan Director of Communications and Superintendent of Catholic Schools to identify the appropriate media spokesperson. In most circumstances, the Director of Communications shall be the most appropriate spokesperson.
- The Director of Communications may designate staff members to be interviewed by media.
- Employees must seek assistance from the Director of Communications in preparing public statements.
- When employees make statements in public expressing their opinions, they have the responsibility to be clear that their opinions are personal.
- The Office of Communications is responsible for providing training for designated employees to respond effectively to the media.

All matters of the school that require news releases or public statements must be reviewed and coordinated with the Director of Communications and the Superintendent of Catholic Schools.

##### **Communication in Crisis Situations:**

In matters involving the schools of the Diocese, the Superintendent of Catholic Schools, will be the first point of contact at the diocesan level when the Director of Communications is not available, unless another individual is designated.

No statement may be made on behalf of the school unless it has been approved by the Director of Communications with the assistance of the Superintendent of Catholic Schools.

**3.507 SAFE ENVIRONMENT**

All school personnel, including volunteers, will comply with the tenets of the **Charter for the Protection of Children and Young People** issued by the United States Conference of Catholic Bishops as well as the procedures and/or regulations of the school, of the Diocese of Dallas, and the State of Texas for providing a safe environment for children and minors.

All school employees and school volunteers as identified by the Safe Environment Policy of the Diocese of Dallas must be cleared through the Safe Environment Office of the Diocese of Dallas at the time they are hired.

Personnel must also successfully complete the required ongoing training as a condition of continued employment.

No employment will be finalized or considered valid until the background investigation is completed. See diocesan website, [www.cathdal.org](http://www.cathdal.org).

**3.508 SAFETY ON THE JOB**

It is the responsibility of all employees, at all levels, to practice work habits that support and promote safe and healthful work conditions. Employees who intentionally break safety or health rules will be subject to corrective or disciplinary action up to and including immediate termination.

No employee should ever perform a task or work with equipment that he/she reasonably believes to be unsafe.

It is an employee's duty to report unsafe conditions and/or practices to the principal/president or their designee.

**3.509 EDUCATION FOR EXPOSURE TO BLOODBORNE PATHOGENS**

The principal/presidents shall ensure annually that all employees are trained to take all necessary actions to protect from infectious disease, and in particular, HIV, and Hepatitis B Virus, life threatening bloodborne pathogens.

The Catholic Schools Office and/or the Office of Risk Management shall provide the necessary information regarding training and vaccination each school year

**3.510 SEARCHES OF PROPERTY AND PERSON**

Safety is paramount. Employees and volunteers shall have no expectation of privacy in the use of school property and equipment. The school retains the right to conduct searches of school premises, property, and equipment, including school communication and information systems in the interests of safety of

persons and protection of property. Upon reasonable suspicion, the school retains the right to conduct reasonable searches of persons to guard against theft, violence, possession or distribution of inappropriate information or material, possession or use of drugs and alcohol, or an exigent circumstance. Searches shall be conducted reasonably to protect the personal dignity and privacy rights of individuals. Searches shall be conducted by two persons to protect the rights of the person searched.

### **3.511 ANTI-HARASSMENT**

All employees have the right to work in an environment free of discrimination, which includes freedom from harassment, whether that harassment is based on sex (See Sexual Harassment Policy 3.513), gender, age, race, national origin, religion, marital status, disability or membership in other protected groups. Harassment in any form is prohibited and such conduct may result in disciplinary action up to and including termination. Harassment includes, but is not limited to conduct that is verbal, physical, sexual, retaliation, emotional, etc.

Actions, words, jokes, or comments based on an individual's sex, pregnancy, race, ethnic background, age, religion, real or perceived disability, or any other legally protected characteristic, if such conduct would be offensive to a reasonable person and creates an offensive work environment, will not be tolerated, even if such conduct does not rise to the level of legally actionable conduct.

Employees who have complaints or observe inappropriate behavior shall report such conduct/harassment, in writing, to one of the following: principal, president, or pastor, who shall inform the Superintendent of Catholic Schools. The matter will be investigated and appropriate action taken. All employees are expected to cooperate with the investigation and treat the matter in confidence. Failure to do so may lead to disciplinary action including termination.

Providing false information or discussing the matter with anyone besides the investigator will be cause for discipline.

### **3.512 SEXUAL HARASSMENT**

The school prohibits all unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, and physical assault.

No supervisor, other employee, or third party (to the extent the employing entity has any control) shall be authorized to threaten or insinuate, either explicitly or implicitly, that another's refusal to submit to sexual advances will adversely affect the following: employment, work status, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any

preferential treatment in connection with another employee or applicant engaging in sexual conduct.

The school has a “zero tolerance” policy with respect to the above activities. Individuals who engage in any of the above behaviors will be subject to immediate termination.

Any individual who believes that he/she has been subjected to harassment is required to report the alleged act immediately, in writing, to one of the following: principal, president, Superintendent of Catholic Schools, or Chancellor of the Diocese of Dallas. (See [www.catholic.org](http://www.catholic.org)).

### **3.513 SEXUAL MISCONDUCT WITH MINORS**

Sexual misconduct with minors by an employee or volunteer of a Catholic school in the Diocese of Dallas violates human dignity, accepted professional standards of conduct, the moral teaching of the Catholic Church, diocesan policy, and civil law. Sexual misconduct with minors will result in immediate termination.

### **3.514 DRUGS AND ALCOHOL**

The school promotes and enforces an alcohol and drug-free environment. Being under the influence or in possession of illegal substances, alcohol, or other intoxicants while on the job is strictly prohibited. Violation of this policy may result in disciplinary action to include immediate suspension and/or termination.

Alcohol may not be consumed on the work premises.

The local school administration reserves the right to remove an employee from the school due to adverse behavior suspected to be caused by drugs and/or alcohol. The local administration reserves the right to require the employee to present a fitness-for-duty certification from a physician prior to being allowed to return to the workplace.

If there is reasonable suspicion that a school employee has engaged in the illegal sale or possession of drugs or alcohol, the employer shall:

- Consult the Superintendent of Catholic Schools
- Document the situation
- Suspend the employee if appropriate to do so
- Call the police if appropriate to do so, after consultation with the Superintendent of Catholic Schools

The school recognizes that alcohol and/or drug dependency is an illness requiring appropriate intervention treatment. Employees with such dependency are therefore encouraged to seek treatment before a problem interferes with the performance of their job.

When a school employee comes forward, a pastoral approach, including employee assistance, may be considered.

### **3.515 VIOLENCE IN THE WORKPLACE**

Employees, volunteers, and students have the responsibility to report any incidents of violent behavior or suspicious activities they may notice to their immediate supervisor who will immediately inform the principal/president and the police as appropriate. The principal/president will in turn report as appropriate to the Superintendent of Catholic Schools.

Verbal or written threats made against the physical or emotional well-being of any individual are taken very seriously. Individuals making such threats, seriously or in jest or online, may be subject to immediate and permanent physical removal from the premises. This includes any situations that involve other employees or vendors, volunteers, visitors, and students. Any threats or acts of violence, aggressive behavior or offensive comments will not be tolerated on or off diocesan premises.

### **3.516 WEAPONS**

The school prohibits employees, volunteers, vendors, and students – anyone – from possessing or carrying weapons of any kind on school property, in school vehicles, or personal vehicles at any school function on or off campus, or while on school business. This includes:

- Any form of weapon or explosive
- All firearms
- All illegal knives or knives with blades that are more than six inches in length

If an employee is unsure whether an item is covered by this policy, he/she should contact the principal/president. Employees are responsible for making sure that any item they possess is not prohibited by this policy. Police officers, security guards, and other individuals who have been given written consent by the principal/president to carry a weapon on the property will be allowed to do so.

Persons observing a concealed weapon, the use of a weapon, or the threat of a weapon shall immediately notify the principal/president who shall notify the police and Superintendent of Catholic Schools.

**3.517****COMPUTER SYSTEMS AND INTERNET USE POLICY  
ELECTRONIC MAIL AND INTERNET USE AGREEMENT****Agreement and Regulations for Acceptable Use of School Technology Resources**

- School staff may only use the Internet for work-related purposes. It is the employee's responsibility to ensure that the Internet is utilized in a manner consistent with diocesan mission and policies, and uphold the legal, ethical, and religious standards to which school employees are bound.
- Teaching staff may not use Internet or email for the purpose of generating or responding to messages, and/or research a topic at times when they are responsible for directly instructing or guiding student learning.
- Internet activity is public in nature. Confidential, private, and other information or materials exchanged using this resource may be subject to subpoena.
- Misuse or abuse of the Internet on a school computer may result in cancellation of an employee's access to the Internet or possible dismissal.
- The principal/president must grant permission for an employee to subscribe to list serves or newsgroups not directly related to student learning.
- Downloading information from the Internet is similar to checking out books from a library and may be subject to copyright and intellectual property laws.
- Email is meant for informal correspondence but not to create and store significant and/or official documents. If a record is needed, a paper copy must be generated, filed, and retained.
- Employees may not retrieve, read, or exchange email messages that are not sent to them.
- Email activity and product are subject to subpoena. Users are cautioned to create email messages that are prudent, business related, and with the understanding that the messages might be read and reviewed out of context and/or forwarded without the senders' permission.

**3.518****ATTENDANCE AND PUNCTUALITY**

Absenteeism and tardiness adversely affect the efficiency and effectiveness of the educational program as well as the school's operation. Therefore, excessive absence or tardiness may result in disciplinary action up to and including termination.

Employees should personally report absence from work, or significant late arrival to work, to the principal/president prior to the beginning of the workday or within 1 hour of their scheduled start time. Notice must be given as to the reason for an absence or tardiness.

There are occasions when an employee must be absent from work due to illness, injury or other uncontrollable situations. In those cases, the employee will notify the principal/president or his/her designee as soon as possible.

Unexcused absenteeism or tardiness that impacts school operations shall be grounds for termination for cause.

### **3.519 WHISTLEBLOWER PROTECTION**

Individuals who raise issues of illegal, dishonest, or unethical behavior will not be the target of subsequent recrimination.

A whistleblower is defined by this policy as an employee of a Catholic school who reports an activity that he/she reasonably believes to be illegal or dishonest or reports unethical behavior to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

“Dishonest” or unethical” is defined as violating some objective and publicly identifiable standard of conduct, not merely the reporter’s subjective opinion. Examples of illegal or dishonest activities include, but are not limited to, violations of employer policies in the *Handbook of Policies and Procedures for Catholic Schools*, and/or policies contained in the employee handbook of a specific Catholic school as well as general policies of the Diocese of Dallas.

If an employee has knowledge of or a concern of illegal, dishonest, or fraudulent activity or of unethical behavior, the employee is to contact the principal/president and/or the Superintendent of Catholic Schools, as appropriate. The employee will be required to articulate the whistleblower concern in writing so that an appropriate investigation may be conducted.

An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination. Whistleblower protections are provided in two important areas—confidentiality and protection against retaliation. Whenever possible the confidentiality of the employee will be maintained. However, identity may have to be disclosed to conduct a thorough investigation.

A school will not retaliate against a whistleblower. Any whistleblower who believes he/she is being retaliated against must contact the Superintendent of Catholic Schools immediately either by signed letter or person to person visit. The right of a whistleblower for protection against retaliation does not include immunity from personal complicity in wrongdoing or any other misconduct.

### **3.520 OPEN DOOR POLICY**

An open line of communication should always be present between the employee and his/her immediate supervisor, principal and pastor/president of the school. Informal discussions when an issue first develops can enable many problems to be cleared up without delay. Information concerning an employee problem, concern or suggestion will be received in appropriate confidence.

Employees of Catholic schools, with regard to all school matters, will communicate within a prescribed sequence:

- Employee
- Immediate supervisor, if person is not the principal/president of the school
- Principal
- Pastor/president of the school
- Superintendent of Catholic Schools

If the employee's issue relates to a person in the chain of command, the employee may bring concerns to the next senior member of the chain of command.

Appropriate written documentation will be kept at all levels.

Concerns submitted to the Superintendent of Catholic Schools should be presented in writing, must be accompanied by documentation from previous levels, and should relate to discipline, suspension, expulsion, termination, or claims of illegal discrimination, harassment, or retaliation. In such cases, the decision of the Superintendent of Catholic Schools will be final.

**3.600            TERMINATION AND SEPARATION**

**3.601            TERMINATION OF CONTRACTED EMPLOYEE FOR CAUSE**

Subject to the consultation requirements noted below, a contracted employee may be terminated during the term of an existing contract for cause, as cause is defined in the contract or for any reason of misconduct embodied in school policy, diocesan policy, statute or ordinance, or the common law, or pursuant to exigent circumstances, including budgetary reasons. The pastor/president of a school is authorized to terminate the principal. The Superintendent of Catholic Schools is authorized to terminate the president of a diocesan high school. The principal/president is authorized to terminate contracted employees in the school.

The pastor/president will consult with the Superintendent of Catholic Schools before termination of the principal during the term of an existing contract.

The Superintendent of Catholic Schools will consult with the Bishop before termination of the president of a diocesan high school during the term of an existing contract.

The principal will consult with the pastor or president, and the Superintendent of Catholic Schools before termination of a teacher or other professional personnel during the term of an existing contract.

**3.602            TERMINATION OF CONTRACT BY MUTUAL AGREEMENT**

A contract may be terminated in accordance with contract terms, by mutual written agreement by the contracting parties.

The principal/president will forward a copy of the written mutual agreement document to the Catholic Schools Office within three days of termination.

**3.603            TERMINATION OF NON-CONTRACT EMPLOYEES**

Non-contracted personnel are “at will” employees. Employment-at will means the Catholic school and its employees recognize that their employment relationship can be terminated, with or without cause, at any time, either at the school’s initiative or the employee’s option.

Any termination decision, whether voluntary or involuntary, is one that warrants considerable preparation and forethought.

All terminations should be supported by adequate and legal reasons by the appropriate authority recommending termination.

**3.604            VOLUNTARY TERMINATION**

An employee, who resigns, retires, or who otherwise voluntarily terminates employment from the school will provide a written resignation to the appropriate person—principal, president, or pastor. When a president resigns, retires, or otherwise voluntarily terminates employment from the school, he/she will

provide a written resignation to the Superintendent of Catholic Schools. The resignation will include the reason for leaving and the last day to be worked.

It is reasonably expected that all employees will give the school a minimum notice of at least two (2) calendar weeks.

Employees must actually work the last day of employment and, therefore, cannot remain on the payroll simply to use his/her PTO leave.

The principal/president will forward a copy of the written resignation to the Catholic Schools Office within three days of the resignation.

### **3.605**

#### **IMMEDIATE TERMINATION WITHOUT NOTICE**

In addition to causes defined in the employment contract, an employee, including an employee subject to a written contract, may be terminated without notice for offenses, including but not limited to those listed below:

- Inappropriate disclosure of confidential information
- Insubordination
- Poor attendance
- Theft or dishonesty
- Corporal punishment of a student
- Any form of sexual and/or physical abuse of other individual
- Possession, transfer, sale, use and/or distribution of a controlled substance on or off premises
- Unauthorized possession, use or sale of weapons, firearms, or explosives on or off premises
- Consumption of any amount of alcoholic beverage while on duty
- Over-consumption of alcoholic beverages while off duty
- Illegal transfer, appropriation, or expenditure of school property or funds
- Any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position
- Criminal charges or conviction for any felony or any other crime involving moral turpitude, or which crime reflects discredit on the school, diocese and/or the Catholic Church
- Poor performance
- Any type of physical or verbal abuse or disrespect of students, parents, coworkers, or other members of the public
- Any action that reflects discredit on the school, the diocese and/or the Catholic Church.

These examples are not all inclusive. Discharge decisions will be based on an assessment of relevant factors.

**3.606****REDUCTION IN FORCE**

Each school shall determine its staffing needs for the coming school year in the spring of the current school year by May 1, if possible. This shall not preclude subsequent reductions in staff if circumstances warrant.

In the event of a reduction in teaching staff in a school, the following factors shall be used in determining which staff must be terminated in a staff reduction: needs of the school, academic qualifications, degree status, seniority, and professional evaluation.

If a teacher is released in good standing from a school due to a reduction in force, the Catholic Schools Office will facilitate the application of said teacher to other Catholic schools that may have openings which the teacher is qualified to fill, and shall encourage the other schools to give such teacher serious consideration for any opening.

**3.607****SEPARATION FROM THE CATHOLIC SCHOOL**

An individual's employment is terminated upon resignation, retirement, discharge, reduction in force, or death. In the event of resignation, a written letter of resignation will be submitted to the principal/president, or when the principal/president resigns, to the pastor or the Superintendent of Catholic Schools.

All property of the school including but not limited to grade books, class lesson plans, keys, teacher manuals as well as other materials purchased by the school for the employee's use will be returned to the principal/president before the final paycheck is issued.

The principal/president will complete a separation form indicating the employee's last day of work, the reason for termination, and will notify the appropriate person in order that the final paycheck can be calculated.

## **Appendix A – FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

### **1. COVERAGE**

Certain schools may be of sufficient size to come within the parameters of the Family Medical Leave Act. Other schools will not be large enough to trigger the provisions of the FMLA. Employees should check with the principal/president in determining if FMLA leave is available.

### **2. POLICY**

A Family and Medical Leave of Absence will be granted to all eligible employees for the following reasons:

- 2.1 The birth of a child of the employee and in order to care for such child;
- 2.2 The placement of a child with the employee for adoption or foster care;
- 2.3 To care for an employee's child, spouse, or parent with a serious health condition;
- 2.4 Because of the employee's own serious health condition that renders him/her unable to perform the functions of his/her position.
- 2.5 Additionally, family members of covered military personnel may be eligible for additional FMLA benefits.

Generally, eligible employees are entitled to request leave under these circumstances following their initial eligibility. This policy is intended to comply with the Family and Medical Leave Act of 1993 (FMLA). Employees who return from an FMLA in accordance with the policy are subject to certain reinstatement rights.

If you believe you are eligible for FMLA leave, please check with the principal/president.

### **3. REPORTING WHILE ON LEAVE**

If the employee takes leave because of his/her own serious health condition or to care for a covered relation with a serious health condition, contact the supervisor on a prescheduled basis regarding the status of the medical condition and the intention to return to work. In addition, the employee must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

### **4. NO WORK WHILE ON LEAVE**

The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

### **5. EXTENDED FMLA LEAVE TO CARE FOR AN INJURED OR ILL SERVICEMEMBER**

A spouse, son, daughter, parent, or 'next of kin' may take up to twenty-six (26) weeks of FMLA leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the

temporary disability retired list, for a serious injury or illness. Although other forms of FMLA leave may be taken each year, this form of FMLA leave is only available to an employee once. Other key points of this form of FMLA leave are set forth below:

- “Next of Kin” means the nearest blood relative of the injured or ill service member.
- Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed a total of 26 weeks in a single 12-month period.
- Leave to care for an injured or ill service member runs concurrent with other leave entitlements provided under federal, state and local law.
- The 26 weeks of leave may not be taken intermittently or on a reduced leave schedule unless it is medically necessary.

**6. FMLA LEAVE FOR ANY "QUALIFYING EXIGENCY" ARISING OUT OF THE ACTIVE DUTY OF A FAMILY MEMBER**

Employees will be permitted to take up to 12 weeks of leave for “any qualifying exigency” arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The “qualifying exigency” leave is part of the regular 12-week FMLA leave entitlement and does NOT provide an additional 12 weeks of leave. This provision only applies to an employee who is a spouse, son, daughter or parent of an active duty service member. It does not extend leave rights to “next of kin.” Subject to certain condition, “qualifying exigency” leave may be taken intermittently or on a reduced leave schedule.

7. School employees should consult with their principal/president when exploring eligibility for FMLA leave. A helpful website discussing FMLA rights is [www.dol.gov/esa/whd/fmla/](http://www.dol.gov/esa/whd/fmla/).