



CATHOLIC DIOCESE
OF DALLAS

EMPLOYEE POLICY MANUAL

January 2019

Table of Contents

Introduction

Introduction
Policy Manual Purpose
Message from the Bishop
Pastor Message/Letter
Parish Vision Statement

Section 100 Employment Practices

101	Equal Employment Opportunity
102	Employment-At-Will
103	Diversity
104	Safe Environment-See Diocesan Website for Safe Environment Policy
105	<i>Employment of Family Members**</i>
106	Re-Employment
107	Transfers from Within the Diocese
108	Employment References
109	Volunteers
110	New Employee Orientation
111	Job Descriptions
112	Open Door Policy
113	Whistleblower Protection
114	Employment Contracts
115	Inclement Weather
116	Work Schedules
117	Safety on the Job
118	Recruiting and Hiring
119	Computer Systems/Internet Use and Social Media Policy - See Appendix A & B
120	External Communication
121	Job Abandonment
122	Immigration Law Compliance
123	Full Time Employment
124	Background Investigations
125	Pay and Classification of Musicians
126	<i>Personal Visitors**</i>

Section 200 Benefits and Compensation

- 201 Compensation**
- 202 PTO (Paid Time Off)**
- 203 Holy Days and Holidays**
- 204 Overtime**
- 205 Compensatory Time**
- 206 Educational Leave of Absence and Skills Improvement**
- 207 Jury Duty Leave**
- 208 *Bereavement Leave*****
- 209 Family Leave under FMLA of 1993**
- 210 Maternity and Paternity Leave**
- 211 Short Term Disability**
- 212 Legal Appearance Leave**
- 213 Voting Leave**
- 214 *Leave of Absence without Pay*****
- 215 Military Leave**
- 216 State and Federally Directed Benefits**
- 217 Group Medical, Dental and Life Insurance**
- 218 Continuation of Group Insurance**
- 219 Worker's Compensation**
- 220 Retirement Savings Plan 403(b)**
- 221 Expense Reimbursements**
- 222 Cell Phones Reimbursement**
- 223 Employee Break Times**
- 224 Employee Paid Group Supplemental Benefits**

Section 300 Status and Records

- 301 Employee Records/File Access**
- 302 Employment Status Category - Exempt**
- 303 Employment Status Category - Non-Exempt**
- 304 Employment Classification**
- 305 Employee Data Changes**
- 306 Verification of Employment/Neutral Reference**
- 307 Employment Application**
- 308**

Section 400 Performance and Development

- 401 Performance Review**
- 402 Evaluation Period**
- 403 Career Advancement**
- 404 Conferences**

Section 500 Conduct and Behavior

- 501 Anti-Harassment**
- 502 Sexual Harassment**
- 503 Code of Business Conduct**
- 504 Confidentiality** - See Appendix C**
- 505 Outside Employment**
- 506 Gifts and Gratuities**
- 507 Conflict of Interest****
- 508 Personal Appearance****
- 509 Drug/Alcohol-Free Work Environment**
- 510 Smoke Free Work Environment**
- 511 Weapons/Violence in the Workplace**
- 512 Workplace Environment**
- 513 Solicitation and Fund Raising**
- 514 Security**
- 515 Telephone Calls**
- 516 Copyrighted Material**
- 517 Diocesan Property**
- 518 Voice Mails and E-Mails****
- 519 Office Use**
- 520 Attendance and Punctuality**
- 521 Sexual Misconduct with Minor**

Section 600 Terminations

- 601 Employee Terminations**
- 602 Voluntary Terminations**
- 603 Involuntary (Immediate)Terminations**
- 604 Disciplinary Guidelines**
- 605 Termination/Grievance Appeal Procedures****
- 606 Staff Reductions**
- 607 Severance/Final Termination Pay**
- 608 Termination of Group Insurance**
- 609 Exit Interview**

Section 700 Specific Employee Policies for “Employing Entity”

Closing

Acknowledgement and Form

Appendix A Computer-Internet Usage

Appendix B Social Media Policy

(Please see www.cathdal.org for most current policy)

Appendix C Confidentiality Agreements

Found on the back of the Employee Policy Manual and

(Please see www.cathdal.org HR webpage for most current agreements)

All policies with an ** next to them in the Table of Contents have either been changed or added from The Diocese 2018 Employee Policy Manual. All changes within the manual have been italicized.

Introduction

Work is not only good in the sense that it is useful or something to enjoy; it is also good as being something worthy, that is to say, something that corresponds to man's dignity that expresses this dignity and increases it. If one wishes to define more clearly the ethical meaning of work, it is this truth that one must particularly keep in mind. Work is a good thing for man, a good thing for his humanity, because through work, man not only transforms nature, adapting it to his own needs, but he also achieves fulfillment as a human being and indeed, in a sense, becomes "more a human being".

- From encyclical letter "Laborem Exercens"

The Catholic Church teaches that the work we do in this world has more than a visible, tangible purpose and effect. It also changes and transforms us and is one of the principal means by which we respond to God's grace and become co-workers with Christ in his work of redeeming the world and perfecting his creation. Through the work we do, the Lord fashions and shapes us in his image and likeness. This is true of all human work. It is especially true of the work we do together in the church, building up the Body of Christ, making a return to the Lord for all the good he has given to us and supporting the efforts of our brothers and sisters to respond to gospel and grow as people of faith.

In the Catholic Church the mission of Jesus to go and make disciples of all the nations was entrusted to his Apostles before the Ascension (Matthew 28: 18-20). The bishops as the successors of the Apostles carry on that mission and oversee the growth and development of the many and varied gifts given to the members of the church for the sake of that mission (1 Corinthians 12:7). As co-workers with the bishop, and with the priests who share in his ministry, the lay staff in the pastoral center, parishes and other diocesan entities employ their expertise and talents in assisting the bishop to teach, sanctify and administer the temporal goods of the diocese for the sake of the whole church and for the sake of the broader community in which we live.

Since this mission is always carried out in the world and in the cultural reality of our day, the following policies and procedures are provided to support the careful coordination and collaboration of the work of church employees and to assure that all who work in the service of the church receive fair treatment and just compensation for their work, since the workers deserve their pay (Luke 10:7). These policies also support good stewardship on the part of all in their use of their time, their talents, and in the use of the material resources at their disposal for accomplishing their work successfully.

Purpose

It is our belief that all benefit when those who are involved in carrying forward the mission of the church understand not only that mission, but also the rights and duties that come into play when carrying it out. Hence, the purpose of this manual is to set forth the specific policies that govern the relationship of all employees to their Employing Entity. These entities fall under the juridic authority of the Bishop of the Diocese of Dallas, exercising that authority under the Canon Law of the Roman Catholic Church. The manual does not purport to apply to other entities that might be located within the diocese, but which are not directly supervised by the bishop or his delegates. Acceptance of employment implies acceptance of the policies by parties, the diocese and the employee. This includes all organizations under the juridical authority of the Diocese of Dallas to include: the employees working at the Pastoral Center, parishes, Holy Trinity Seminary and other employing entities.

These policies cannot and are not intended to cover every possible situation nor are they absolute in and of themselves, nor are they intended to create contractual rights. The Bishop or Vicar General shall be the final approval and interpreter of the policies contained herein. These policies will continue to be updated as needed by the Policy Review Committee appointed by the Bishop of the Diocese of Dallas.

In general, all employees of employing entities are subject to the policies contained in this manual. The supervisors are responsible for the implementation of these policies. It is the responsibility of all supervisors to facilitate a consistency in the application of these policies.

Neither the Diocese of Dallas (the "Diocese") nor any of the employing entities have created an employment contract with any of its employees by issuing this Policy Manual or by any of the policies contained herein. The employment of each employee remains at will. Should Canon Law or individual written contracts establish otherwise, the provisions of Canon Law or the individual contract will be followed.

It is our hope that setting forth these policies will safeguard rights, clarify expectations, and in general, promote a harmonious and efficacious furthering of the mission of the Diocese of Dallas.

Message from the Bishop

To my Brothers and Sisters in diocesan ministry,

While in the secular world we may be known as colleagues, please know that you are more than just simply co-workers in an office building; you are co-workers in the vineyard of the Lord. The work we do in the church and in the name of Jesus Christ affords us the opportunity to identify each other as brothers and sisters.

As I begin my responsibilities as the Bishop of the Diocese of Dallas, I have had the opportunity to express my appreciation for all the good work you do. In my installation homily, I mentioned that we will "exhaust ourselves for Christ." I do not take for granted the many tasks and responsibilities that each of you perform. In doing so, I am aware that all of you work so that the entire diocese may effectively carry out the mission of Jesus Christ. As your bishop, you have my prayers, support, and appreciation.

In order for us to do our work effectively and efficiently, we recognize that there are needs for policies and procedures. This handbook affords us "a charted course" on how best to proceed with our work.

I'm grateful to all of you for your collaboration with me in the work of the church and I ask God's blessings upon you, your ministry and your loved ones. Through the intercession of Our Lady of Guadalupe, may God bless our endeavors and give success to the work of our hands.

Sincerely yours in Christ,

**Most Reverend Edward J. Burns
Bishop of Dallas**

Message from the Head of the “Employing Entity”

Parish Vision Statement

Section 100

Employment Practices

101. Equal Employment Opportunity

The Diocese of Dallas assures 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 in the diocese requires compliance with moral standards acceptable to the Catholic Church. There are certain positions in the diocese for which it is necessary to be Catholic, and some positions for which preference in hiring shall be given to people who are Catholic and 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. In furtherance of the equal employment opportunity policy, the Diocese of Dallas will be diverse in its hiring practices.

102. Employment-At-Will

All employees are employed for an indefinite period of time at the discretion of the employing authority. Managers/supervisors are not to suggest, through their actions or communications that there exists any form of contract with any employee concerning the terms and conditions of employment. The Diocese of Dallas and all employing entities are employers-at-will. There are employees in the diocese under a defined time certain contract which will apply in lieu of the Employment-At-Will Policy.

103. Diversity Policy

The Church of Dallas is composed of and enriched by people of diverse national, ethnic and cultural backgrounds. In order to serve all members well, the diocese promotes staffing in parishes and other institutions that reflects this diversity and supports the inclusion of the gifts of all the members of the church in its pastoral life.

The Diocese also promotes programs that help employees understand and serve people from diverse cultures and backgrounds.

104. Safe Environment

All employees and volunteers as identified by our Safe Environment Policy must complete and be cleared through the Diocesan Safe Environment Program at the time they are hired (See Diocesan website, www.cathdal.org, for the Safe Environment Policy). They must successfully complete the required ongoing training as a condition of continued employment.

105. Employment of Family Members

An individual will not be placed in a position that would result in a direct supervisor/subordinate relationship with a relative or placed in the same department with a relative. ***This policy should be closely followed in parishes where staff is small.***

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.

106. Re-Employment

Former employees may be considered for rehire if the employee record indicates good performance, behavior, and attendance during their prior employment and if their termination/resignation occurred under favorable circumstances. The business manager, pastor, and/or the human resource manager must always be contacted to obtain background information on individuals formerly employed with another parish or other employing entity.

If a former employee has been gone for a period of time less than the time they were employed at the diocesan entity they will get credit for the time they were with the employing entity before they left, otherwise they will be treated as a new hire. The maximum number of years a person can be gone is five years; if more than five years the employee will be treated as a new hire. This credit applies only to the following; 403(b) and PTO. Enrollment into the group medical benefits includes medical and dental and employer paid Short Term Disability and Basic Life Insurance only for all new hires.

Applications received from former employees will be processed according to the same procedures and given the same consideration as afforded all other external applicants for positions.

107. Transfers from Within the Diocese

Any employee who transfers from one employing entity to another will be recognized as having continuous service within the Diocese. This service credit applies to all benefits: medical, 403(b) and PTO. If there is a break in service of more than 5 years, the employee will not be granted continuous service. Years of service from another Diocese will not count toward service at the Diocese of Dallas.

108. Employment References

A candidate's employment history, academic preparation and references shall be checked prior to being offered a position.

109. Volunteers

Volunteers are a vital part of parish and diocesan life, providing a variety of services otherwise unavailable. Although they are not employees, a certain relationship is established, and it is important for both the employing entity and the volunteer to understand the policy aspects of this relationship.

Because volunteers are not employees, they are not covered under the Diocesan benefit plans. There is no right to be a volunteer. Whether or not someone is or remains a volunteer is a matter within the sole discretion of any employing entity within the Diocese.

Volunteers may be required to sign a confidentiality agreement based on the nature of the work they will be performing. They will also be responsible for adhering to the Diocesan Safe Environment Policy

If a volunteer is also a non-exempt employee of the employing entity, he/she may not volunteer within the scope of his/her work or work more than the normal working hours (40 hours) that have been established without incurring overtime pay. One may volunteer outside the scope of his/her job for other church activities.

110. New Employee Orientation

An orientation program is organized to acquaint employees to their new work situation. The program includes information relative to the history, philosophy, purpose and objectives of the Diocese and the employing entity, its administrative policies and procedures, fire and safety program, and facilities and grounds.

A department orientation to the specific work situation shall be conducted by the respective supervisor and/or delegated person. Each employing entity will have its own orientation program. (This policy must be implemented by January 1, 2010)

111. 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 and their employment status (i.e. PT, FT) will also be indicated. Job descriptions shall be revised collaboratively, if necessary, between the employee and the supervisor. They should be periodically reviewed and revised by the supervisor. Final approval of the job description is made by the supervisor. All employees must sign off on the job description.

112. Open Door Policy

An open line of communication should always be present between the employee and his/her immediate supervisor. The Diocese encourages the employee to bring concerns and suggestions to the attention of the Pastor and/or immediate supervisor.

Informal discussions between an employee and an immediate supervisor 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 strict confidence and will generally only be discussed with those involved in resolving the grievance.

Some misunderstandings are inevitable, and every real or imagined cause of an employee's personal dissatisfaction may not be removed by informal discussions with the immediate supervisor. In such circumstances, the following procedures will be used in resolving an employee's concern:

- 1.** Initiate a discussion with immediate supervisor to see if a resolution can be found to the problem or concern.
- 2.** If the above step is not appropriate or fails to resolve the matter, visit with the Human Resource Manager/Business Manager/Pastor to see what additional solutions can be developed to obtain a satisfactory resolution.
- 3.** If the process fails after the above steps have been taken, you may request further review by the supervisor of the employing entity or the Human Resources Director at the Pastoral Center who in turn will consult with the appropriate authority.
- 4.** Documentation should be kept at all levels.
- 5.** It is understood that an employee's standing shall not be adversely affected in any way by use of the Open-Door Policy.

113. Whistleblower Protection

The purpose of this policy is to protect those individuals who want to raise issues of illegal, dishonest, or unethical behavior with the assurance of not becoming a target of subsequent recrimination.

A whistleblower is defined by this policy as an employee of an employing entity 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 are violations of federal, state or local laws; billing for services not performed or for goods not delivered; fraudulent financial reporting or accepting or giving bribes or kickbacks. Examples of dishonest and unethical behavior includes, but is not limited to, violations of employer policies in the respective Employee Policy Manual, Code of Business Conduct, Safe Environment Program, Computer and Internet Policy or similar published policies.

If an employee has knowledge of or a concern of illegal, dishonest, or fraudulent activity or of unethical behavior, the employee is to contact his/her immediate supervisor/Pastor/Business Manager/or Director of Human Resources for the Diocese.

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 against retaliation. Whenever possible the confidentiality of the employee will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and employer policy and to provide accused individuals their legal rights of defense. The employer and associated entities will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments and threats of physical harm for making a report. Any whistleblower who believes he/she is being retaliated against must contact his/her immediate supervisor/Pastor/Business Manager/or the Director of Human Resources for the Diocese immediately either through written or verbal communication, i.e., signed written letter, in-person visit, etc. The right of a whistleblower for protection against retaliation does not include immunity from personal complicity in wrongdoing or any other misconduct.

114. Employment Contracts

Employment contracts are discouraged. However, if an employment contract is necessary it must be submitted in advance to the Director of Human Resources for the Diocese, who in turn will obtain necessary legal and ultimately Senior Staff approval. Contracts used by the schools will be initiated and approved by the Diocese of Dallas Catholic Schools Office.

115. Inclement Weather

All employing entities have individualized inclement weather policies. Accordingly, all employees are to follow the inclement weather policy of the entity in which he or she works. When the entities are open, employees are expected to make reasonable and determined efforts to get to work. Decisions on the postponement of work due to inclement weather conditions should be left to the decision of the employing entity. If an entity is closed due to inclement weather, the employee is entitled to full pay for time not worked.

(Please see Section 700 for entity's policy on Inclement Weather).

116. Work Schedules

A normal work week for non-exempt (hourly and salaried) employees consists of not more than 40 hours. The hours worked are established by the employing entity. Failure to follow established time requirements will subject employees to discipline up to and including termination.

Any non-exempt employee who is asked by his/her immediate supervisor to work overtime, more than 40 hours, will be paid straight time for each hour that is worked up to 40 hours during the specific workweek and 1.5 times his/her base rate for each (additional) hour worked over 40 hours for that same workweek. Straight time is the employee's regular hourly base pay. (i.e. If a non-exempt employee's regular workweek schedule is 35 hours a week and he/she is asked by his/her supervisor to work 42 hours during a specific week, his/her pay for that week would be as follows: pay for his/her regular 35 hours, plus 5 hours of straight time pay and 2 hours of pay at 1.5 times his/her base pay rate.)

The decision to have a non-exempt employee work more than 40 hours in a workweek must be in writing and the decision must be made by the supervisor who has budget authority for the area. Any workday that an employee fails to report for work will be charged as a full day of absence to the appropriate leave. In the event that paid leave has been exhausted, the employee will not be paid. Unexcused absences from work of

any length shall be deemed job abandonment after the third consecutive day of absence and will lead to disciplinary measures up to and including termination.

All employees, full time and part time, are required to post their time based on the practice of the entity. (i.e. time cards, time sheets or electronically)

(Please see section 700 for the employing entity's policy on work schedules)

117. 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.

Employees must report unsafe conditions or practices to their immediate supervisor.

118. Recruiting & Hiring

Each employing entity seeks to hire the most qualified applicant. Generally, new positions for which the employing entity advertises will be posted for all current employees to see. The employing entity may, however, at its sole discretion waive this practice.

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

119. Computer Systems/Internet Use Policy and Social Media Policy

Please refer to Appendix A for specific details on Computer Systems/Internet Use Policy.

Please refer to Appendix B for specific details on Social Media Policy

120. External Communications

The objective of our external communication policy is to communicate in a pastoral manner the position of the church. 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.

Communication in Normal Situations:

- The Director of Communications for the Diocese shall serve as spokesperson
- All media inquiries should be directed to the Director of Communications
- The Director of Communications may designate staff members to be interviewed by media
- Employees are encouraged to seek assistance from the Office of Communications in preparing public statement
- 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 some training for designated employees to respond effectively to the media

All matters of the employing entity that require news releases or public statements must be reviewed and coordinated with the Director of Communications.

Communication in Crisis Situations:

In the event where media inquiries are urgent or in a crisis situation, the Director of Communications will serve as spokesperson for the Diocese. The Vicar General acts as spokesperson when the Director of Communications is not available.

No statement may be made on behalf of the diocese or any employing entity unless it has been approved by the Director of Communications of the Diocese.

121. Job Abandonment

It is the policy of the employing entity to consider that an employee who abandons his/her job has voluntarily resigned. Absences from work without proper notification to the employee's supervisor 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. Any PTO earned by the employee will be applied toward the abandoned (days) period. Example: if the employee was gone for three days and had three days of unused PTO then the employee would be paid for those days.

122. Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, all new hires will be required to complete the Immigration and Naturalization Service Form I-9 within 3 days of their first day of work to verify their identity and eligibility for employment in the United States. If the employee does not have a completed I-9 on file within 3 days of their first day of work, they cannot continue to work until the I-9 form is completed. All employee I-9s need to be kept in a separate I-9 file. For any additional information on I-9s, please see the 2010 I-9 Compliance Booklet. This can be found on the Diocesan website under Employment and then New Hire Information and Forms.

While the entity may sponsor certain applicants for religious worker visas and legal permanent residency status, payment of such sponsorship fees is left up to the individual entity.

All independent contractors must provide proof of their eligibility to work in the United States but do not need to complete an I-9.

Once the entity has actual knowledge that an employee is not work-authorized, the entity must terminate the employee. The employee will be given a notice in writing that they must provide sufficient evidence of work authorization or face termination within three business days.

123. Full Time Employment

An employee must work a minimum of 30 hours per week to be considered a full-time employee. If an employee works less than 12 months a year, the employee must work at least 1,560 hours during the 12-month calendar year to be considered full time.

124. Background Investigations

The Diocese retains the right to conduct background investigations (criminal and/or credit) on current employees, prospective employee or volunteers for all positions. Background investigations are only done based on approval of the candidate.

No employment will be considered valid until the background investigation is completed.

125. Pay and Classification of Musicians

EXEMPT

Musicians who are employed in leadership positions such as a Director of Liturgy and Music and other professional musicians whose work requires exercise of discretion and judgment and advanced knowledge acquired through specialized instruction, are considered exempt and may be paid a salary rather than on a fee or hourly basis. A musician's salary must meet the minimum requirements of the Fair Labor Standards Act (FLSA) of \$455 per week (\$23,660 per year). If the musician's salary falls below the minimum standard, the musician loses his/her exempt status.

NON-EXEMPT

If a musician's job duties, responsibilities and salary are below the (FLSA) standards for an Executive, Administrative or Professional exemption, then the musician must be paid on an hourly basis. Many music positions such as cantors and part-time organists are considered to be non-exempt and must be paid for each hour worked as well as overtime if they exceed 40 hours per week. Remember, the classification of any job depends on its substance, not on its title.

If you are not sure which category a musician (or any other employee) falls into, the safe course and rule of thumb is that unless clearly exempt, an employee should be considered non-exempt.

FEE BASIS

Non-exempt musicians are sometimes paid on a fee basis for their work (i.e., \$75.00 per Mass). If a non-exempt musician is paid a fee, it must include compensation for time spent at obligations such as choir rehearsals and staff meetings since the employee is reimbursed on an hourly basis. In that case, the fee must be greater than the minimum federal and state wage requirements when divided by the actual number of hours worked. Musicians should be compensated fairly when one considers the specialized knowledge required to fulfill the job. Non-exempt musicians must fill out a time sheet like other hourly employees. All compensation paid, flat fee or otherwise, is subject to withholdings, payroll tax, and leave accrual (if benefits-eligible).

W-2

Regardless of the type of function at which the musician performs (weddings, funerals, prayer services, etc.), the work is part of that employee's employment; all money received by the employee for all these services should be paid by the parish and reported as income to the IRS with appropriate deductions. All income paid to a musician must be included in the parish records with the appropriate deductions taken.

EXCEPTION

An exception to the above guidelines would be when an outside party engages the use of the parish/church but is free to hire any outside musician they want. If the outside party chooses an individual who is an employee at another parish in the diocese, then the outside party may pay whatever fee is agreed upon directly to the musician, and the

parish need not report it as income. This "moonlighting" income would not be run through the parish payroll.

EMPLOYEE OR INDEPENDENT CONTRACTOR

A recent ruling by the IRS indicated that musicians who are paid to perform at weekly services are generally considered employees of the church and not as an independent contractor. The IRS noted several conditions that, when answered in the affirmative, influenced their decision on the status of musicians as employees.

1. If the worker is required to comply with another person's instructions about when, where, and how he or she is to do the work.
2. If the worker's services are integrated into the business operations.
3. If there is a continuing relationship between the worker and the person for whom the services are performed.
4. If set hours are established, or, if the nature of the work makes fixed hours impractical, workers are required to be at the job at certain times.
5. If the work is performed on the premises of the person for whom the services are performed.
6. If payment is made by the hour, week, or month. A guaranteed minimum salary also indicates an employee.
7. If the person for whom services are performed furnishes significant tools, materials and other equipment.

Parishes should classify musicians as employees. Musicians may ask you to classify them as independent contractors. It is the parish that carries most of the risk if an employee is misclassified as an independent contractor. If a musician is misclassified, the IRS can assess severe penalties on a parish for failure to pay and failure to file and withhold mandated federal and state taxes. Parishes should be aware that the risk for wrongly classifying an employee as an independent contractor belongs to the parish.

126. Personal Visitors

While the Diocese of Dallas wants to support and nurture family, for reasons including but not limited to safety, liability, and professionalism, bringing nonemployees, including dependents to work is not an acceptable practice. Short visits are acceptable. If an emergency necessitates the bringing of a dependent to work for an hour or two, permission from one's direct supervisor should be obtained prior to coming into work.

Section 200

Benefits and Compensation

201. Compensation Policy

The employing entity 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, against women and men in religious orders, i.e. equal pay for equal work. Equitable compensation will be based on the position and its complexity as well as the qualifications of the individual and how the job relates to other positions in the employing entity.

Correspondingly, a salary structure will be maintained that recognizes variance in job requirements and performance.

The goal of a salary structure is to be competitive with other local, comparable organizations. The compensation program will be consistent with the approved budgets of the various employing entities. Salaries will be reviewed annually and will coincide with the Diocese fiscal year as well as annual performance reviews.

An employee's compensation may not be adjusted to reflect the addition/deletion of benefits under our Health and Welfare plan.

202. PTO (Paid Time Off)

The employing entities provide for periods of Paid Time off (PTO) during the calendar year, so employees can be paid during short illnesses and/or can enjoy planned periods of rest and relaxation or attend to family matters, etc. Entities that currently do not have this PTO policy should have adopted this policy by January 1, 2010.

PTO is in lieu of "vacation days" and/or "sick days."

The days of PTO are determined by the cumulative length of service with the employing entities. Verification of type and length of service with another employing entity will be required in writing at the time of employment.

When an employee transfers to another entity within the Diocese, the PTO that is accrued but not used, should be paid out by the entity from which employee is leaving and not transferred to the entity the employee will be going to. The new hiring entity will prorate its PTO from the time employee starts through the end of the first calendar year. In determining the transferee's PTO, he or she will be given credit for previous service with the Diocese.

The following PTO schedule may be used. During the first partial calendar year of employment, PTO is earned as follows and is considered year zero (0):

<u>Month Of Hire</u>	<u>Days Earned During Remainder of Year</u>
December	0 days
November	1 day
October	2 days
September	3 days
August	4 days
July	5 days
June	6 days
May	7 days
April	8 days
March	9 days
February	10 days
January	11 days

PTO is based on Full Time years of service according to the following schedule and begins on January of each calendar year:

<u>Years of Service</u>	<u>PTO</u>
Years 1 and 2	15 days
Years 3 and 4	19 days
Years 5 and 6	24 days
Years 7 and 8	28 days
Years after 8	30 days

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

PTO begins to accrue at the beginning of the calendar year after the partial year hired. January of each succeeding year entitles the employee the number of PTO days per the schedule above through the end of that year.

Example: An employee is hired June 1, 2000 “Year 0” and is entitled to 6 PTO days. January of 2001 is considered Year 1 and employee is eligible for 15 PTO days. January 2002 is considered Year 2 and employee is eligible for 15 days PTO. January 2003 is Year 3 and employee is entitled to 19 days PTO.

The above PTO schedule is the maximum PTO that can be given. If the entity’s schedule is less than what is stated above, there must be a written policy (in Section 700) substantiating the PTO schedule. If the entity offers child care services or is a preschool

operating under a Texas license, that operation may have a different PTO schedule than the parish. (Please see Section 700 for specific Parish Policies if this applies)

Part-time employees are employees who work less than 30 hours per week. Part-time employees working 1,000 hours or more a year are entitled to PTO (on a prorated basis). The proration will be based on his/her years of service and hours worked in relation to a full-time schedule and the above chart. Example: If an employee works 4 hours per day during a normal 7 hours a day period, the employee's daily calculated PTO is based on 4 hours per day. The employing entity at their discretion may elect to allow PTO for employees working less than 1,000 hours a year prorated based on the schedule above. (Please see section 700 Specific Parish Policies on part time employees).

PTO for full time employees who work more than 30 hours per week should be prorated depending on the number of official hours the entity is open per week. Example: if an employee works 30 hours per week and the hours of operation of the entity is 40 hours per week then the employee should receive 75% of the PTO that a 40 hour a week employee receives.

If an employee converts from part-time to full-time and has had no PTO as a part-time employee, then the employee will be granted PTO as if the employee is new to the job.

If an employee converts from part-time to full-time, the entity must calculate the total hours worked during the part-time employment beginning from the employee's hire date. The number of hours calculated will be divided by 1560 hours (52 weeks' times 30 hours); the result will be the total years worked. The employee will then be entitled to PTO as a full-time employee using the schedule as established by the entity.

All PTO requests must be in writing in advance and submitted to the employee's immediate supervisor for approval, except for unexpected illness or family emergency in which case the employee should notify their supervisor by an acceptable means within three hours of the employee's scheduled start time at work. Approval will be given subject to workload. Extensive PTO must be avoided around major holiday periods. An entity cannot require an employee to take PTO days.

PTO may be taken in increments of not less than one-half day at a time. (Parishes may vary in the amount of PTO that can be taken at any one time from one (1) hour to four (4) hours. Please see Section 700 if the amount of time that can be taken varies).

PTO may be taken as it is earned and accrued ratably during the year.

Upon separation of employment the methodology for calculating PTO earned will be based on the amount of PTO accrued and earned for the partial calendar year at the time of separation. Employee's separating employment as a result of a work force reduction, resignation or termination for cause (except as outlined below) will be paid for unused PTO (accrued and earned during the calendar year-to-date but not taken). In the

event PTO taken exceeds PTO accrued and earned, the excess must be refunded to the employing entity via the last pay check or other method of payment.

(Example: If an employee has 15 days of PTO as a result of having 2 years of service and the employee leaves Diocesan employment in April then the employee will be paid for 5 days of PTO assuming no PTO was taken in the first four months of the year.)

Every benefit ends on the last day worked. Holiday/Holy Day/PTO cannot be used to extend the termination date.

If the termination is the result of an egregious act (including but not limited to abuse, assault, theft, embezzlement or potential public scandal to the church) unused PTO will not be paid. The decision to pay or not to pay unused PTO will be made by the head of the entity involved after consultation and agreement with the Human Resources Director of the Diocese.

An employee cannot have a negative PTO balance at the end of a calendar year. (Example: Employee has taken more PTO than they have earned). If that should happen then the amount of PTO taken over and above the amount entitled will be deducted from the employees last pay check of the year. (Please see section 700 for the employing entity's PTO policy for any variance from section 202)

203. Holy Days and Holidays

The employing entity will establish the allowed paid Holy Days and Holidays. A specific list will be published annually by each employing entity. Each full-time employee shall be paid for that Holiday or Holy day for the number of hours normally worked on such a day, but not to exceed eight (8) hours at the regular rate, if that Holy Day or Holiday falls on a work day.

Part-time and full time temporary employees who have a recognized Holy Day or Holiday fall on a regularly scheduled working day shall be paid for a number of hours each would have worked on such a day. If a Holy Day or Holiday is not a scheduled work day, the employee is not entitled to pay for that Holy Day or Holiday.

Nonexempt employees who are required to work during Holy Days or Holidays that is not a day they were normally scheduled to work, must be paid for work during those days at their regular rate of pay. If total hours worked for that week exceeds 40 hours, the employee will receive an overtime premium (time and one-half their regular hourly rate) for time worked over 40 hours. (See Policy 204 Overtime)

If a non-exempt employee is required to work on a Holy Days/Holiday that is also a day they were normally scheduled to work, the employee must be paid their regular pay

plus an equivalent amount of extra pay for time worked. For time worked that exceeds 40 hours during that pay week, they will be paid time and ½ for those hours worked over 40 hours based on regular pay.

This applies to all non-exempt employees.

(Please see Section 700 for the employing entity's Holy Days and Holiday policy).

204. Overtime

Occasionally, employees may be required to work overtime. In compliance with the Fair Labor Standards Act, only non-exempt employees are eligible to receive overtime compensation in an amount of one and one-half times their regular hourly rate of pay for each hour over forty (40) he/she works. All overtime for non-exempt employees must be approved in writing and in advance by the employee's immediate supervisor provided that supervisor has budgetary approval. If an employee continues to work over 40 hours without supervisor approval, they are in violation of our overtime policy and subject to termination.

205. Compensatory Time

The employing authority 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 the overtime section of this document. (Please see Policy #204 on Overtime).

206. Educational Leave of Absence and Skills Improvement

Leaves of absence for job-related educational programs may be given to full-time employees. The immediate supervisor of an employee requesting an education leave of absence or skills improvement opportunity will initiate a recommendation for approval by the Pastor/Business Manager/Human Resources Director. Prior to the leave of absence, specific agreements concerning salary and benefits commitment, group insurance and 403B benefits, and other agreements regarding the employee's return will be written in detail and after approval placed in the employee's file.

Employees may attend very short-term classes and seminars designed to improve their job-related skills or maintain job-related licenses during normal working hours. If approved, and funds are budgeted, the immediate supervisor, with approval of the Pastor/Business Manager/Human Resources Director, may authorize full or partial payment of fees for such classes. Employees will not have to take PTO for this time away from work.

207. Jury Duty Leave

Time required for jury duty is given in addition to normal leave time. An employee is expected to work on days when jury duty is not in session. No deductions will be made from the employee's salary. Appropriate documentation must be presented to the supervisor at the time of leave.

208. Bereavement Leave

Up to five (5) days of bereavement leave per death with pay may be granted in the event of death in the immediate family of the employee. Immediate family includes the employee's additional covered adult, child, parent, sibling, grandparent, grandchild, mother-in-law, or father-in-law. *Bereavement leave will be granted in the event of death of Fiancé, based on the discretion of Business Manager.*

Attendance at other funerals will be subject to the provisions of "Paid Time Off"

If a Holy Day or Holiday or vacation occurs on any of the days of absence, the employee will not receive holiday or PTO pay in addition to paid funeral leave.

The amount of bereavement leave is determined by the employing entity but must not exceed 5 days. *All bereavement leave must be taken within 30 days of the event of death. In no cases should bereavement exceed 5 days total.*

209. Family Leave under the FMLA Act of 1993

The Family Medical Leave Act entitles eligible full-time employees who have been with the Diocese for at least 12 months and have worked at least 1250 hours in the most recent 12-month period (rolling backward), to take up to twelve (12) work weeks of unpaid job-protected leave for specified family and medical reasons. The employee is also eligible for continuation of group insurance under the same terms and conditions as if the employee had not taken leave. If the employee is not enrolled in the Group Health Insurance plan, FMLA still applies.

Rules regarding the 1,250-hour requirement and how to count this are as follows:

Employee must have worked at least 1,250 hours during the 12 consecutive months prior to the leave begin date.

- Only actual work time counted. Regular and overtime hours both count toward the 1,250
- Leaves of absence, paid or unpaid, including FMLA leave, are not counted toward the 1,250.

- Pursuant to USERRA, employees returning from military service shall be credited with hours that would have been performed but for the military service
- Time worked as a temporary employee counts toward the 1,250

Eligible employees are entitled to 12 work weeks of leave in a 12-month period for the following reasons:

- the birth or placement for adoption or for foster care of a child
- the serious health condition of an additional covered adult, child, or parent
- 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 or hospice or residential medical care facility or continuing treatment by a health care provider."
- Any qualifying exigency arising out of the fact that an employee's additional covered adult, son/daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation or is deployed to a foreign country as part of the Regular Armed Forces.
- Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's additional covered adult, son, daughter, parent, or next of kin (military caregiver leave)

The Diocese has adopted the rolling backward calculation method as of 11/1/2012 as the "12-month period."

Types of FMLA leave

Increments of Leave available under FMLA are Single Block of Leave, Intermittent Leave taken in separate blocks of time for a single illness or injury (while on Intermittent leave, employee needs to call UNUM on all subsequent absences), and Reduced leave schedule which results in regular alternation/reduction of scheduled work hours during the certified period when medically necessary due to a serious health condition of the employee or covered family member (child, parent or additional covered adult) or the serious injury or illness of a covered service member. By its very nature, qualifying exigency leave also may be taken on an intermittent basis.

Employees who are employed by the same employer/entity, and who request FMLA leave for the birth, adoption, or foster care placement of a child with the employee, are eligible for a combined twelve (12) weeks between the two employees. Both employees continue to be eligible for twelve (12) weeks of FMLA leave each, but they may only take a combined twelve (12) weeks of FMLA leave between them for this type of event.

Pay and Benefits during FMLA leave

An employee's health and welfare insurance benefits, if any, must be continued by the employer while an employee is on FMLA leave. While on FMLA leave, employee is responsible for paying insurance premiums for any voluntary coverage as well as insurance premium for dependent additional covered adult and children previously covered or risk cancellation of those benefits. Payment for these benefits must be received no later than the 10th day of the month for that month's coverage. If employee is on paid leave (PTO), all benefit premiums will be deducted from employee's paycheck as usual.

While FMLA leave is unpaid, an eligible employee taking FMLA leave may use available paid time off (PTO). If an employee uses PTO such as unused vacation and sick hours, such PTO taken, are concurrent with FMLA leave. This time will still be counted toward the twelve (12) week FMLA maximum.

If an employee is eligible for Short Term Disability and FMLA leave, both STD and FMLA leave run concurrently. If an employee uses available PTO during the 14-day elimination period when applying for STD, and is approved for FMLA also, then the PTO applied toward the 14-day elimination period, and the FMLA leave will also run concurrently.

An employee on unpaid, job protected FMLA leave does not accrue PTO. However, an employee, who takes PTO while on FMLA, does accrue PTO. Unpaid FMLA leave time does not count toward earning PTO but such time does count toward vesting in the 403B Retirement Savings Plan. The 403(b) Employer contribution is not continued while employee is on FMLA. However, if PTO is taken while on FMLA, then the 403(b) contribution and matching (if applicable) will continue for that period of time.

In any event, this policy shall not be interpreted in any manner inconsistent with or expand the rights of any employee beyond the requirements of the FMLA.

Return to work after FMLA leave

Employees who return from family leave must be reinstated to the same or similar position. In the case of a leave for the birth or placement of a child, an employee must give the employer at least 30 days' notice of the necessity for the leave.

An employee should notify their Business Manager/Pastor of their intent to return to work at least two (2) weeks prior to the anticipated date of return, as well as any medically necessary changes in their ability to perform their job duties. If the leave involves the employee's own serious health condition, the Diocese will require a "fitness for duty" certification from the employee's health care provider verifying the ability of the employee to return to work, with or without restrictions. If the employee returns to work on or before expiration of available FMLA leave, the employee will normally be returned to his or her former position or an equivalent position. If an employee has been

medically released to return to work and fails to report to work or fails to call in with a satisfactory explanation, the Diocese will treat this as a voluntary resignation.

In the case where an employee is unable to return to work due to a serious illness/injury and the twelve (12) weeks of job protected leave has expired, employee will have the option of continuing medical and dental coverage for themselves and any dependents previously covered, before the leave, through the Diocesan Continuation of Benefits program at employee's own expense for up to 18 months.

Employees requesting FMLA and/or STD leave are required to call UNUM at 1-866-779-1054 to initiate the Telephonic Intake Process. A brochure titled "How to Initiate a FMLA Leave and STD Claim" and a Department of Labor document titled "FMLA Employee Guide" can be found on the Diocesan website under Human Resources, FMLA section. Employees are responsible for completing the process in a timely manner by submitting requested information and documents (such as Medical Certification) in order for UNUM to reach a decision on employee's request for FMLA and/or STD. Failure to provide requested information when due will cause the FMLA to be denied.

If you have questions regarding the FMLA policy, please contact Human Resources at the Pastoral Center. The Diocese of Dallas is committed to complying with the FMLA and whenever necessary, shall interpret and apply this policy in a manner consistent with the Family and Medical Leave Act of 1993.

210. Maternity Leave

Maternity

Pay will be given for six (6) of these (12) weeks of leave due to the birth of a child. If the delivery is a cesarean delivery, then eight (8) weeks will be given with pay. This paid maternity leave does not impact paid time off (PTO). Part of the pay the employee receives will be given under the diocesan short-term disability insurance. (See Policy # 211, for more details on short-term disability insurance.)

If an employee works between 20 and 29 hours a week, as well as those who waive insurance, they will be entitled to maternity benefits from the entity and not from short term disability as follows:

- a) Two week's pay at 100% of salary and
- b) Four week's pay at 40% of salary (normal birth)
- c) If cesarean delivery, six week's pay at 40% of salary

All employees of the Diocese Catholic Schools must refer to the Handbook of Policies and Procedures for Elementary and Secondary Schools for maternity benefits. Found on the diocesan website. (www.cathdal.org)

While on Maternity Leave, an employee cannot receive additional pay as a result of Holiday, Holy Days or bereavement.

Adoption

Employees that adopt are eligible for 12 weeks of FMLA. They will be entitled to maternity benefits from the entity as follows:

- a) Two week's pay at 100% of salary
- b) Four week's pay at 40% of salary

Adoption is not covered under our Short-Term Disability policy.

Paternity

Paternity Leave will be granted with pay up to 5 days for a male employee whose additional covered adult has a newborn through childbirth or adoption. The 5 days may be taken at any time after birth of the child not to exceed 6 months after birth.

211. Short-Term Disability (STD)

Short-term disability provides income protection if you become disabled and cannot work due to a non-occupational illness or other injury lasting more than 14 consecutive days. If the employee has PTO available, they may elect to apply their accrued PTO toward the 14-calendar day elimination period. If a Holiday falls during the 14-day elimination period, the employee should be paid for the Holiday and not required to take PTO. If the employee does not have any PTO available, then the 14-calendar day elimination period will be without pay. Only full-time employees enrolled in the group medical insurance are eligible for this benefit. Benefits from STD insurance will equal 60% of weekly earnings not to exceed \$1,000 per week. The remaining 40% will not be paid by the entity, but can be paid if employee has accrued PTO or if a Holiday/Holy Day occurs while on STD. 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).

An employee on Short Term Disability, may receive 40% of pay from the entity during a Holiday or Holy Day, or if the employee has accrued PTO. The additional 60% comes from Short Term Disability. In no case should an employee receive more than 100% of their pay. During periods of bereavement leave, the employee, if on Short Term Disability will receive 60% of pay from Short Term Disability.

In the case of maternity, STD will pay only 60% for four weeks for normal delivery and for six weeks for cesarean section births after the 14-day calendar elimination period. The other 40% will be paid by the entity. For employees on Maternity Leave, the 14-day calendar elimination period will be paid at 100% by the entity. "See Maternity Policy 210 for more details.

If the employee is not actively at work due to short term disability they must continue to pay insurance premiums for dependents' medical and dental premiums and any voluntary coverage that may have been elected. The employee may elect not to continue their voluntary coverage while on STD, but will have to wait until the next open enrollment period to re-instate coverage and at that time employee may have to complete an Evidence of Insurability (EOI) to obtain the coverage desired.

PTO will continue to accrue while the employee is on Short Term Disability provided they are receiving pay through a Holiday/Holy Day, or through accrued PTO.

If employee becomes disabled and needs to file a claim, he/she will need to call UNUM directly at 1-866-779-1054. Telephonic notice as authorized by us or written notice of a claim should be provided within 30 days after the date your disability begins. However, you must provide UNUM proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required (except in the absence of legal capacity.)

212. 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, as long as the appearance is job related. If the appearance is with regard to a matter to which the employee is a party and is not job related the leave is without pay or the employee may use PTO. The employee must provide his/her Pastor, Business Manager or immediate supervisor with the written legal summons to be eligible for this paid leave.

213. Voting Leave

Employees are encouraged to take advantage of early voting and any request to leave work to vote on election days will be considered on a case by case basis.

214. Leave of Absence without Pay

An unpaid, non-job-related leave of absence, other than a leave under FMLA, for a period of up to six months may be granted to a regular full-time employee with the approval of the Pastor/Business Manager/Human Resource Director. ***A determination of this type will set a precedent for all future requests for Leave of Absence.***

During Leave of Absence

- *No PTO will be accrued*
- *Employee granted leave of absence will no longer receive 403(b) plan employer contributions while on leave*
- *If an employee is not actively at work due to a leave of absence (other than a leave under FMLA), the employee must continue to pay insurance premiums for their medical and dental coverage as well as any voluntary coverage that the employee elected for the first 30 days of leave.*
- *Employee granted leave of absence (other than a leave under FMLA), for a period longer than 30 days, must go on continuation of benefits for remainder of leave in excess of 30 days. Cost of coverage will be paid by employee.*
- *If employee chooses not to continue coverage while on leave of absence, upon return to active work status, benefits as a new hire, medical and dental, will be offered*

There is no requirement to hold employee's job, or promise they have a job, if not on FMLA. When employee returns, he/she may re-apply for a position at the entity if one is available.

Prior to the leave of absence, any agreements concerning the job description, the salary and benefits commitment, the medical and pensions benefits, and other agreements regarding the employee's return must be spelled out in writing with the approval of the appropriate person above in order to be enforceable. Extension of a leave of absence beyond six (6) months must have the specific advance approval of the appropriate supervisor indicated above.

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

215. Military Leave

Employees who are required to serve in any branch of the Armed Forces of the United States or who are engaged in state military service will be given the necessary time off and the employing entity 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.

216. State and Federally Directed Benefits (Cobra and Unemployment Compensation)

Lay employees of employing entities are covered by Federal Social Security and Medicare Programs. The employing entities contribute amounts as required by these programs. Employees are eligible for the State Workers Compensation Program benefits as appropriate. The State Unemployment Compensation Program and the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (C.O.B.R.A.) benefits extensions do not apply to the Diocese of Dallas. Please see Continuation of Benefits for the Diocesan Policy on benefits after separation of employment. (Policy # 218)

217. Group Medical, Dental and Life Insurance

Group medical, dental, short term disability and life insurance is provided for all employees who regularly work at least 30 hours per week. The employing entity pays 100% of the premiums for lay employees covered under the Diocese of Dallas Self-Funded Group Plan if the employee is in the DHMO. If the employee is in the Dental PPO, then there is a nominal premium for this benefit. Dependent/additional covered adult 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 entity 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.

Basic Life Insurance/Voluntary Life Insurance death benefit claims, must be submitted within 15 months from date of death.

Employees are eligible for this insurance on the first day of work. For further details of this policy please see the Plan Document available on the Diocesan website under Human Resources page. Newly hired employees have 30 days from their first day of work to enroll in the group medical and dental insurance 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. To continue coverage past the first 30 days, the employee must enroll the newborn as stated above.

In order for a full-time employee to participate in basic life insurance, supplemental life insurance, short term disability, long term disability, vision care and the Flexible Spending Account, they must be enrolled in the Diocese Medical Plan.

Full-time employees may opt out of medical coverage if they can show proof of coverage through another company. Employees do have an option to opt out of dental coverage.

If an employee is unable to work due to illness or injury and is on STD, LTD or Worker's Compensation, the employee is responsible to continue paying the monthly benefit premium they had previously been paying before the illness or injury occurred.

An employee moving from one entity to another must remain on the same insurance plan; this move is not considered a qualifying event. If the employee previously waived insurance, they must wait until open enrollment to enroll.

218. Continuation of Group Insurance

Group medical, dental, and prescription insurance may be continued at the former employee's own expense at the published rates. All other voluntary benefits including the employer paid Short Term Disability and the Basic Life Insurance, Vision, Voluntary Life Insurance, Long Term Disability and Flexible Spending Accounts, are not continued after termination. Payment must be received by the 10th of the month for that month's insurance. If it was determined that payment was made but due to circumstances beyond the employee's control, payment was not received, then the entity may accept the payment if it's within 30 days of the employee's termination. If payment is not received by the designated time, then insurance will be permanently cancelled. The continuation coverage is for a maximum of eighteen (18) months from the resignation/termination or retirement date.

219. Worker's Compensation

The Diocese complies with the Worker's Compensation Act of Texas. Employees must immediately report all work-related illnesses and injuries to the Business Manager/Human Resource Director. An Employer's First Report of Injury or Illness must be completed by the Administrator and submitted to the office of Risk Management at the Pastoral Center.

Employees who are unable to work as a result of a job-related injury or illness will be subject to the Family Medical Leave Policy. Therefore, such employees must call UNUM directly at 1-866-779-1054. UNUM will walk employee through the telephonic claim intake process for Leave of Absence in accordance with Family Medical Leave Act.

Leaves of absence for medical reasons, including on the job injuries and illness will be limited to a maximum of 12 weeks. Employees who are unable to return to work within this time frame will be terminated. However, such termination will not affect his/her ability to receive Worker's Compensation benefits.

Worker's Compensation applies to all employees regardless of hours worked.

Use of Accrued PTO:

If an employee is taken off work by his/her treating physician due to an injury, occupational illness or disease, he/she has the option to use accrued PTO for the initial 7-day waiting period. Employee may also use accrued PTO for the remaining 30% of income not provided through worker's compensation. If the employee chooses not to use accrued PTO for the initial 7-day waiting period, the leave will be unpaid time off. Income benefits paid by worker's compensation insurance, begins on the 8th day of disability.

Health Insurance:

Under no circumstances should employees submit a claim under the Diocese Health Insurance Program for a work-related injury or illness.

Short-Term/Long-Term Disability Insurance:

Employees submitting workers' compensation claims are not eligible to submit a claim for Short-Term Disability through the Health Benefit Program.

For additional information on workers' compensation plan, see Risk Management Manual on the Diocesan website.

220. Retirement Savings Plan

The Diocese of Dallas has adopted a 403(b)-retirement savings plan for lay employees in order to provide retirement benefits for the eligible lay employees of all employing entities. All employing entities contribute three percent of an eligible lay employee's annual salary to the 403(b). The employing entities must elect to contribute a further percentage (1%-4%) as a match of all eligible employees' contributions.

Per the plan document, a participant will be eligible to receive the mandatory 3% employer contribution and any applicable matching contributions beginning on the first day of the month coinciding with or following the date on which he/she satisfy the eligibility requirements which is one year of employment with 1,000 hours of service. Unless the employee's one-year anniversary is the first day of the month he/she will be eligible as of the first of the following month.

Once an employee meets the 1,000-hour rule, they will continue to be eligible for the employer contribution and the employer matching contribution regardless of the number of hours they work going forward.

Severance pay (termination pay) is pay received due to separation of service and is not eligible to be salary deferred into the retirement plan. Severance pay is not 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 on the Diocesan website under Human Resources.

If an employee left the employment of the Diocese and returns within 5 years of their termination, and had met the 1,000-hour rule prior to leaving, they would then be immediately eligible for the employer contribution and any applicable matching contribution.

If an employee is separated from employment as a result of a staff reduction with the entity and the employee participated in the 403(b) program through the entity, contributions to the 403(b) plans will cease after the two weeks' notice period. See policy #607.

If an employee works at two or more entities, then the following applies:

1. Both entities need to enroll the employee with Mutual of America. Mutual of America will set up one account for the employee.
2. Both entities are required to contribute the mandatory 3% on the date the employee becomes eligible based on the 1,000-hour rule.
3. The matching contribution applied based on the employee contribution at the respective entity.

221. Expense Reimbursements

Employees will be reimbursed for documented, reasonable and necessary expenses related to performance of his/her duties. Job related and documented mileage (excluding commutes from/to employee's residence) will be reimbursed at a rate established and published by the IRS. All expense reimbursements must be approved by the employee's immediate supervisor.

222. Cell phones reimbursement

No cell phone invoices will be paid directly by the employing authority. All staff persons seeking reimbursement for cell phone business usage must submit specific detailed business call information so reimbursement would be: (business minutes divided by total minutes) multiplied by (the amount of the relevant standard monthly invoice amount).

Exceptions to this policy will only be authorized through the pastor/business manager/human resource director and/or the highest authority at the employee's business location. This approval must be in writing.

223. Employee Break Times

It is up to the employing authority with regards to the number of work breaks to be given or to not be given during the day. Breaks should be limited to 15 minutes at a time. (Please see Section 700 Parish Policies if this applies).

224. Employee Paid Group 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 diocese website under Human Resources and then Medical Insurance 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.

Section 300

Status and Records

301. Employees Records/File Access

State and federal law require employers to keep current and accurate employee records. Employee files (payroll and/or HR) are established for each employee at the time of hire and maintained in a locked file. Only the Pastor/Business Manager/Human Resource Director of the Diocese or other individual designated by same will have access to the employee file. The appropriate documents will be kept in the respective file.

Under no circumstances is an employee permitted to remove anything from his/her employee file. Employees are welcome to review the materials in his/her own file within a reasonable time following a written request to the pastor, business manager or human resource director. Employees who disagree with materials contained in his/her files are encouraged to provide his/her opinion, in writing, which will be placed in his/her file. The information in the personnel file may be furnished to third parties only with the written permission of the employee, or as otherwise required by law.

The following items will ordinarily be kept in employee files: completed application form, resume, references, and letters of employment, position description, records of changes in job title, salary, payroll authorization forms (W-4), benefit enrollment forms, emergency information forms, and other performance related matters. Insurance forms such as group insurance and pension beneficiary information and other correspondence related to insurance plans may also be maintained. I-9s are to be kept apart from all other employee records. A single I-9 file may be kept for all employees of the entity.

302. Employment Status Category-Exempt

An exempt employee is any salaried employee who is engaged in a bona fide executive, administrative, professional, or skilled computer capacity. Such an employee is exempt from both minimum wage and overtime provisions of the Fair Labor Standards Act. The exempt status of an employee is determined by analyzing the employee's pay rate and entire set of responsibilities against exemption tests set by the Department of Labor's Wage & Hour Division.

303. Employment Status Category-Non-Exempt

A non-exempt employee is any salaried or hourly employee, who, by virtue of his/her assigned job responsibilities and/or weekly pay rate, must be compensated in accordance with the provisions of the Fair Labor Standards Act with respect to minimum wage and overtime payment.

The non-exempt status of an employee is determined by analyzing the employee's weekly pay rate and the entire set of responsibilities against exemption tests set by the Department of Labor's Wage & Hour Division. Positions normally classified as non-exempt include bookkeeper, cook, cafeteria worker, day care worker, housekeeper, maintenance worker, office helper, receptionist, school bus driver, secretary, and similar positions.

Non-exempt employees, hourly or salaried, are required to post their time worked either on time cards or electronically.

304. Employment Classification for the Diocese

Exempt employee: an employee who is exempt from the wage and hours provisions of the Fair Labor Standards Act.

Non-exempt employee: an employee who is subject to the minimum wage and maximum hours (overtime pay) provisions of the Fair Labor Standards.

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.

305. Employee Data Changes

It is the responsibility of the employee to see that his/her human resources data is kept up-to-date. All name, address, telephone number, and family status changes are to be reported to the designated individual at the employing entity. Examples of family status changes include marriage, divorce, birth, adoptions, etc. Changes in citizenship status or the number of dependents should also be reported.

Note: Eligible employees have 30 days to voluntarily enroll new additional covered adult, newborns or adopted children into the Group Insurance Plan as dependents.

306. Verification of Employment/Neutral Reference

The Pastor, Business Manager and the Diocesan Director of Human Resources or designated representative are the only individuals authorized to answer inquiries about a current or former employee. The Diocese does not provide references regarding employment to prospective employers unless specifically authorized in writing by the former employee. Any information about a current or former employee, other than dates of employment and job title, will not be released to external sources. If in writing, it is the discretion of the responsible party above whether or not to release the requested information. If an employee is transferred to an entity within the diocese, any appropriate information may be shared with the employing entity that is applicable in determining if the employee is a good match for the job applying for.

307. Employment Application

Under normal circumstances when a position is vacated or a new position is created, it is the general practice of the employing authority to post the position along with a general or specific job description for the position so qualified staff may apply.

All applicants, including those already employed in the Diocese, follow a standard application process. The immediate supervisor of the person to be hired is responsible for receiving the required application form, documents, and other pertinent information as they relate to the open position.

The immediate supervisor ultimately will have the responsibility to determine whether an applicant is the best qualified for the position and if the applicant is compatible with the work environment. The decision whether to hire the applicant is to be made by the immediate supervisor with advice from his/her department head and/or their immediate supervisor depending on the nature of the job.

The employing entity reserves the right to perform a criminal background inquiry and/or a credit background inquiry, with the applicant's authorization, in addition to reference checks. Any criminal or bad fiscal history may not necessarily bar employment, but either one will be considered in relation to the specific job requirements for which a candidate is applying.

The immediate supervisor provides in writing to a candidate, during the interview process, the important features concerning the job description and classification, the potential compensation package, and the manner of accountability that is required for the position.

Section 400

Performance and Development

401. Performance Review

Each employee is entitled to receive written performance evaluations. The immediate supervisor will conduct an annual evaluation. The purpose of the evaluation session is to allow the employee and the supervisor 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 job description is a useful guide for goal setting and evaluation.

Employees will receive a written evaluation at the time of transfer. Then annual evaluations will be held at the normal evaluation period. Both employee and their supervisor will sign the evaluation to signify that it has been read and discussed. The employee will receive a copy and a copy will be placed in the HR file of the employee. (If the Employing Entity does not have a formal Performance Review process in place they have until January 1, 2010 to have one implemented).

402. Evaluation Period

All new employees begin a 90-day evaluation period on their first day of employment. Performance will be carefully reviewed and evaluated during this period.

Performance evaluations conducted by pastors and/or supervisors on non-exempt employees may be conducted following completion of 30 days, 60 days and 90 days of service. For exempt employees, performance evaluations may occur following completion of 90 days of service.

During the evaluation period, the employee does not have access to the grievance procedure for the purpose of appealing a provisional release.

Provisional employees may be eligible for participation in standard diocesan benefit programs.

Successful completion of this evaluation period does not guarantee continued or permanent employment and does not alter the provisions of policy #102. Continued employment will be dependent upon performance, conduct, and the business and employment needs of the employing entity.

403. Career Advancement

The Diocese supports and encourages effective learning and development programs to provide staff with the opportunity to achieve competent job performance and to enhance career growth. The employing entity may provide training and development programs designed to improve the quality and performance of the workforce. Training

may be provided through formal classroom training, on-the-job training, mentoring, computer-based training, or self- development courses.

It is Diocesan policy to ensure that all employees have an opportunity to advance his/her careers by providing training for the employee's growth. The type of training will be determined based on the employee's position and jointly agreed to by the employee and their supervisor. All approved and necessary training must be authorized in advance in writing by the employee's supervisor. The respective department/entity must have monies in their budgets available to accommodate the training.

404. Conferences

The employing entity may elect to pay for membership and for the employee to attend certain professional conferences, if they are included in an approved budget. This paid conference leave does not impact PTO.

Conference attendance/reimbursements are at the discretion of the employing entity. (Please see section 700 Parish Policies if this applies)

At times an employee may be asked to serve on national, regional, and/or state boards or committees who may or may not pay his/her expenses. These are special commitments and require the approval of the employee's supervisor.

Section 500

Conduct and Behavior

501. 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 #502), 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 dismissal. Harassment includes but is not limited to verbal, physical, sexual, retaliation, emotional etc.

Actions, words, jokes or comments based on an individual's sex, pregnancy, race, ethnic background, age, religion 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.

All employees are expected to cooperate with the investigation and treat the matter in confidence. Failure to do so may lead to discipline, including dismissal. Providing false information or discussing the matter with anyone besides the investigator will be cause for discipline. Information provided by individual employees in the course of an investigation is strictly confidential.

502. Sexual Harassment Policy

The Diocese of Dallas 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 and offensive jokes.

No supervisor, other employee, or third party (to the extent the employing entity has any control) shall 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. (See www.cathdal.org Safe Environment for the Policy on Sexual Misconduct)

Employees who have complaints or observe inappropriate behavior should report such conduct/behavior to their immediate supervisor, Business Manager, Human Resources Director, or Pastor. The matter will be investigated and appropriate action taken.

503. Code of Business Conduct

It is the responsibility of every employee of the Diocese of Dallas to act in an honest and forthright manner in all workplace concerns; treat co-workers, supervisors, volunteers, parishioners, and visitors with respect and conduct oneself in an ethical manner consistent with the teachings of the Catholic Church.

The following list should serve as a guideline regarding ethical conduct:

1. Employees should not engage in outside employment that results in a conflict of interest with duties that pertain to his/her church related responsibilities
2. Employees should not use employing entity property other than for approved purposes
3. Employees should not disclose confidential information without proper authorization
4. Employees should 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 any entity within the Diocese of Dallas. (See Policy #506)
5. Employees should at all times engage in moral and ethical conduct consistent with the teachings and principles of the Catholic Church
6. Employees shall notify the Pastor/Business Manager/Supervisor within three (3) calendar days of any arrest, indictment, conviction, no contest of guilty plea, or other adjudication of the employee.

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

The above list is not exhaustive and good business sense should be used at all times. Violations of these guidelines are subject to disciplinary action up to and including termination.

504. Confidentiality

Employees may be provided with and/or have access to certain privileged, confidential and/or personal information. Such information as is gained from or through your employment is considered confidential and may not be disclosed to outside parties, except in the furtherance of your entity's business. Employees will not during their employment or anytime thereafter disclose, permit to be disclosed to or used by any third party directly or indirectly, any confidential information of your entity without prior written consent of the employing entity. Confidential information shall include, but not be limited to any and all correspondence, litigation records, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public.

All salary information is extremely confidential. Discussion of salary amongst fellow employees is strictly prohibited.

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

All employees must sign the addendum attached regarding the Diocese confidentiality policy. This policy pertains to current employees, new employees and volunteers. Volunteers include Finance and Advisory Councils.

Information in Policy #504 is redundant but because of the importance of the subject, will remain in #504.

Please refer to Appendix C for the Confidentiality Agreements for current employees, new employees and non-employees. Agreements can also be found on the diocesan website www.cathdal.org.

505. Outside Employment

Employees may have other employment outside the Diocese to the extent that outside employment does not create a conflict of interest and that it does not diminish the performance of his/her job responsibilities. Outside employment includes consulting work and other self-employment situations. A conflict of interest occurs when additional

employment unduly influences, or could appear to influence, decisions made as an employee or conflicts with performance of job duties.

506. Gifts or Gratuities

Employees are not to accept gratuities, favors or entertainment, directly or indirectly, from any person, firm, corporation, or other entity, when such could affect the performance of the employee's duties in an objective manner. Questions or concerns should be discussed with the employee's supervisor. Soliciting of personal gifts or gratuities is prohibited. Gifts from parishes, schools and/or parishioners should be approved by the employee's supervisor.

507. 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 entity, or when a decision made by the individual on behalf of the entity could personally benefit or enrich that individual.

Examples of conflicts of interest are listed below:

- a) Conducts business with a family member or business partner of a supervisor, administrator, or employee
- b) Discloses or uses information relating to the business of the entity for personal profit or advantage
- c) Has direct responsibility for the hiring or supervision of a family member
- d) Directly hires or contracts work to a person or company that would result in direct or indirect financial gain to the individual
- e) Trades or bargains contract work in order for concurrent or future personal consideration
- f) Uses the assets of the diocese, church or 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 potential conflict of interest. If a conflict of interest does arise, this conflict must be reported to the employee's direct supervisor, and unless the supervisor clears the conflict in writing, the employee will be recused from direct or indirect decision making, influencing or investigation of any matter regarding the conflict.

If the conflict involves the chief administrator, said conflict shall be immediately reported to the diocese, and an appropriate review panel will be convened to review the situation and offer an appropriate remedy.

508. Personal Appearance

Given the variety of positions within the Diocese, there may be specific requirements concerning proper dress attire that are associated with duties in a particular department.

It is the responsibility of the employee to be neatly groomed and to practice good overall hygiene. We work in a professional environment and as individual's dress and hygiene should be representative of that environment. Good personal appearance also shows respect for your fellow employee.

The employing entity head has the authority to establish and implement policies regarding personal appearance and dress that best suit the job duties in his/her departments. In general, these policies will include reference to such things as: clothing, jewelry, ***body piercing***, hair length, facial hair, personal appearance, body odor, and the use of perfumes or scented lotions.

Employees violating these policies will be subject to disciplinary action up to and including termination.

509. Drug/Alcohol-Free Work Environment

The Diocese of Dallas promotes and enforces a drug-free/alcohol-free environment. This policy prohibits the illegal use, sale, distribution or possession of narcotics, drugs or controlled substances while on the job or on the employing entity property. Any violation of this policy will result in disciplinary action to include possible termination.

Alcohol may not be consumed on the work premises except when used for a Eucharistic celebration and during celebrations or special events on rare occasions, where the head of the employing entity specifically approves the use of alcoholic beverages.

An employee may be subject to random alcohol and drug screening at the discretion of the employing entity.

An employee at work or coming to work under the influence of alcohol will be subject to immediate termination.

510. Smoke-Free Work Environment

The Diocese of Dallas is committed to providing a safe and healthy workplace and to promoting the health and well being of its employees. We recognize the effects of tobacco smoke and the health hazards of second-hand smoke. Implementing a smoke

free workplace eliminates potential exposure and contributes to a healthier work environment and healthier employees. Therefore, smoking will only be allowed in designated outside areas. Smokeless tobacco should also be excluded from the workplace.

This policy applies to employees, visitors, and volunteers.

511. Weapons/Violence in the Workplace

Every employee has the responsibility to report any incidents of violent behavior or suspicious activities they may notice to law enforcement officers, his/her immediate supervisor, Business Manager or the Director of Human Resources. This includes any situations that involve other employees or visitors. Any threats or acts of violence, aggressive behavior or offensive comments will not be tolerated on or off diocesan premises.

Employees, clients and/or visitors are not allowed to have firearms or any other dangerous or deadly weapons or instruments in their possession while on the employing entity property. This excludes the employing entity's property where priests reside as well as law enforcement officers on the property. The Diocese will take prompt action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive or threatening language or gestures. Any employee found to have violated this policy will be subject to discipline up to and including immediate discharge

Police shall be notified immediately by any observing party if an assault or battery occurs resulting from use or threatened use of a firearm, weapon, or dangerous object. All media inquiries shall be directed to the Director of Communications for the Diocese.

Signage prohibiting firearms should be displayed in appropriate places through the entity.

To obtain a copy of the Weapons Policy, contact Human Resources at the Pastoral Center.

512. Workplace Environment

Though employees or contractors are hired for cleaning and maintenance, cleanliness of the work environment is every employee's responsibility.

This means keeping work places neat, clean, and free of articles not being used, keeping equipment clean and in its proper place, disposing of waste properly, storing materials and equipment in an orderly manner and in its designated place. In addition,

each employee is expected to contribute to the cleanliness and good order in any area where food is eaten. Lit candles are prohibited except in a church or chapel during liturgies. Space heaters must be approved by the Director of Risk Management at the Pastoral Center or the entity's business facilities manager. Space heaters must not overload the circuits they are plugged in to and they should be a ceramic type with a tip over shut off switch.

513. Solicitations and Fundraising

Ordinarily, solicitation of funds by employees during work hours is not allowed. Supervisors are not to solicit subordinate employees for funds under any circumstances. Employees may actively solicit funds before and after work or during lunch and break time. Active solicitation is subject to the approval of the employee's immediate supervisor. Those fundraising efforts which are sanctioned by the employing authority may occur at appropriate times during working hours, subject to the immediate supervisor's approval and discretion.

514. Security

Keys must not be given to non-employees without authorization and documentation. Keys, access cards and door codes must not be loaned or duplicated without permission of the pastor/business manager. Upon termination, all keys, access cards and door codes for the facility must be turned into the business manager or other designated individual. All employees are responsible for maintaining security of the facility.

515. Telephone Calls

The telephone systems are an important link for individuals needing or providing assistance to the employing entity, as well as for that entity's business purposes. As such, personal telephone calls made or received should be minimized in order to ensure that the lines are available. Personal use of cell phones should be kept to a minimum.

Employing entity telephones and long-distance lines may be used for personal long-distance calls provided the employee uses his/her own calling card for the call. If use of a calling card is not possible, the employee must receive permission from the appropriate supervisor for the call and must then reimburse the employing entity. Polite professional language and volume should be used during phone conversations.

516. Copyrighted Material Policy

It is unethical and illegal to reproduce copyrighted texts, music, images and resources by any means without written permission of the copyright owner. The fact that these duplicated materials are not for sale but for private use does not alter the legal or moral situation of copying without permission. This policy includes all current and future technologies, such as audiotapes, videotapes, DVD's, compact disks, laser disks, computer floppy disks and programs, and the Internet. This policy pertains to all employees and volunteer ministers in the diocese.

It is the intent of the diocese to comply with the provisions of the current copyright laws and congressional guidelines. Teaching professionals and parish ministers are responsible for knowing the fair use guidelines of copyright law. The infringement of copyright and plagiarism of any sort by employees is prohibited.

517. Diocesan Property

Materials created, designed or modified by an employee in the course and scope of employment shall be considered and remain the property of the employing entity. "Materials" shall include, but shall not be limited to: written works, presentations, computer programs, manuals, instructions, advertisements, bulletins, magazines, books, music, newsletters and newspapers in either electronic or printed form.

518. Voice Mails and E-Mails

Professionalism should be exercised at all times when using voice mail and e-mail.

As a professional policy all voicemails and emails should be addressed in a timely manner. Amount of time it takes to respond to voice mails or emails could vary based on the individual circumstance. It is up to the entity to determine time frame for the response to voicemails and emails.

Misuses of electronic-mail and voice-mail can result in disciplinary action. Examples of misuse include but are not limited to the following:

1. Diocesan policy prohibits obscene, profane or offensive material from being transmitted over any employing entity's communication system.
2. Use of employing entity's communications systems to set up personal businesses or send chain letters is prohibited.
3. Accessing copyrighted information in a way that violates the copyright is prohibited.
4. Broadcasting unsolicited personal views on social, political, religious or other non-diocesan or parish related matters is prohibited.

5. Solicitation to buy or sell goods or services is prohibited

For further detail on the use of voice or electronic communication please see the Diocesan Policy on Computer and Internet Usage in Appendix A of this document.

519. Office Use

Employing entity office space is for the use of staff and approved volunteers to conduct appropriate ministry and administrative activities of the employing entity. There may be extenuating circumstances when non-adult children of staff need to be at the worksite. This practice is discouraged and in no event should it be regular or recurring. If absolutely necessary, this should only be for a short time and with the prior written approval of the employee's immediate supervisor.

520. Attendance and Punctuality

Absenteeism and tardiness adversely affect the efficiency and effectiveness of the entity's daily operations. Therefore, excessive absence or tardiness may result in disciplinary action up to and including termination.

521. Sexual Misconduct with Minors

Sexual misconduct with minors by an employee or volunteer of 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 termination. Please refer to Diocesan website, Safe Environment page, www.cathdal.org.

Section 600

Terminations

601. Employee Termination

It is policy to retain, to the extent consistent with these policies and job requirements, the services of all employees who perform their duties efficiently and effectively. Employment-at-Will means the employing entity and its employees recognize that their employment relationship can be terminated, with or without cause, at any time, either at the employing entities request or the employee's option.

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

All terminations should be well documented by the appropriate authority recommending the termination. Employees are required to return keys, supplies, and all other diocesan property prior to separation of employment.

The authority recommending the termination shall complete a separation form indicating the employee's last day of work, the reason for termination, and will notify the appropriate person at the employing entity in order that the final paycheck can be calculated.

Please refer to the Employee Termination Procedure on the diocesan website under the Human Resources/Employment section.

602. Voluntary Termination

An employee, who resigns, retires, or who otherwise voluntarily terminates employment from the employing entity will provide a written resignation to his/her immediate supervisor. The resignation should include the reason for leaving and the last day to be worked.

To minimize disruption, it is reasonably expected that all employees will give his/her immediate supervisor a minimum notice of at least two (2) calendar weeks. Unused PTO accrued but not taken for the calendar year, if any, will be paid upon termination. Employees must actually work the last day of employment and, therefore, cannot remain on the payroll simply to use his/her PTO/vacation leave. Severance will not be paid for voluntary terminations.

603. Involuntary (Immediate) Termination

The decision to terminate an employee is never taken lightly. All terminations will be handled per policies in this manual unless the employee violates principles that are seriously contrary to Catholic faith and morals or violates civil law in which case the employee will be suspended without pay pending further discovery. The suspension may

lead to termination. Severance will not be paid for involuntary termination. (Please see PTO Policy # 202 for Involuntary Terminations.)

Immediate Termination without Notice to Employee

An employee 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 another individual
- Possession, transfer, sale, use and/or distribution of a controlled substance on work premises during working hours
- Unauthorized possession, use or sale of weapons, firearms, or explosives on the premises of any Diocesan property
- Consumption of any amount of alcoholic beverage while on duty
- Illegal transfer, appropriation, or expenditure of school and Diocesan 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
- Conviction at the trial-court level of any felony or any other crime involving moral turpitude
- 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 all relative factors.

All involuntary terminations must be approved in advance by the Director of Human Resources for the Diocese. A Notice of Termination form found on the diocesan website must be completed and submitted to the HR Director of the Diocese for approval in advance of termination.

604. Disciplinary Guidelines

The employing entity may use these disciplinary guidelines at its discretion and nothing in these guidelines modifies or affects the Employment-at-Will Policy.

Where appropriate, the employing entity may endeavor to counsel employees to correct any disciplinary or performance problems.

The following disciplinary action may be taken when addressing unacceptable employee conduct or work performance. The nature and severity of the offense will be considered in determining which if any step of disciplinary action is to be taken:

Verbal Warning (Oral Directive)

The Pastor and/or Business Manager/or immediate supervisor may discuss unacceptable performance or behavior with the employee at any time. The discussion will indicate the nature of the problem and what is expected. These oral directives are a useful starting point in correcting minor problems and one-time incidents. However, they should not be relied upon to the exclusion of written documentation. All verbal warnings must be documented and placed in the employee's file.

Written Warning (Notes to the File)

When a problem continues despite a verbal warning, immediate supervisor or higher-level entity official may prepare a written warning, which will then be discussed with the employee. Written warnings may also be used when the immediate supervisor and/or higher-level entity official feels the verbal warnings are not catching the employee's attention or when the employee's behavior shows a pattern of noncompliance. The written warning indicating the nature of the problem and what is expected of the employee must be signed by the employee and immediate supervisor. If the employee refuses to sign, a notation should be made. The employee may submit a written response to be placed in his/her file. Written warnings are to be put in the employee's file.

Probation Period

A probationary period may be utilized if the verbal and written warnings are not successful. This probationary period may also be used concurrently with a written warning. The employee should be presented in writing by the immediate supervisor the reason for the probation, what is expected of the employee during the probationary period to correct the problem and a time certain deadline to correct the problem. The amount of time given should not be greater than 30 days. Also, the employee should be made aware of the consequences if there is no improvement. The document given to the employee should be signed by the immediate supervisor and the employee. This document is to be placed in the employees file. The employee should also have a copy of the document.

Suspension

If the employee fails to improve his/her performance during above probationary period, and more fact finding is necessary, the next step in the process is suspension without pay. Suspension will be necessary if the employee violates laws/principles that are contrary to faith and morals of the Catholic Church. Any violation of civil law will result in suspension. The employee will not be in the workplace during this period of

suspension. Reasons for suspension will be documented regarding what is to take place during this suspended period of time. Copies will be put in the employees file as well as given to the employee.

Termination of Employment

A termination of employment is taken very seriously and will only be instigated if the employee fails to resolve the problems that have been addressed in the previous steps. Termination will be necessary if the employee violates principles that are contrary to the faith and morals of the Catholic Church or is in violation of civil law. Any termination that occurs within a Parish will be done in collaboration with and approval of the Pastor. Terminations done at the Pastoral Center will be done in collaboration with and approval of a Senior Staff member with input from the Diocesan Director of Human Resources. Certain acts including but not limited to physical assault, theft, embezzlement, violent crimes etc. may result in immediate termination.

605. Termination/Grievance – Appeal Procedures

The following steps constitute the appeal process for terminations/*grievances*:

1. An employee who is terminated or has a grievance, has 10 days to make an appeal following termination/grievance.
2. Appeals must be in writing and submitted to the pastor in parishes (if the employee is employed by a Parish) or to the Vicar General (if employed at the Pastoral Center). Otherwise, appeals must be directed to the head of the entity if employed elsewhere.
3. If the appeal involves the pastor, then the appeal is presented to the Vicar for Clergy at the Pastoral Center.
4. Within one week of receiving the appeal, action must be taken. The appropriate authority, either the pastor, the Vicar General or the Vicar for Clergy, depending on whether the employee involved is at a parish, Pastoral Center, or is a priest, must meet with the employee and the employee's immediate supervisor either together or separately to determine if further fact finding is necessary. If further fact finding is not necessary, then the employee is informed of the decision by one of the three individuals listed above. This decision is final.
5. If further fact finding is justified, then this should be accomplished within two weeks by the appropriate parties. A decision will be made by either the pastor, Vicar General or the Vicar for Clergy depending on the location of the employee involved. This decision will be made within the above given timeframe and communicated in writing, as well as verbally to the employee.

The Diocesan Director of Human Resources will be available at any time to assist in the process.

606. Staff Reductions

From time to time it may be necessary to reduce the number of employees or reduce employees' work hours. Reduction in force or reduction in hours' decisions are made in a non-discriminatory manner without regard to race, color, sex, national origin, age, handicap, disability, or veteran status. If an employee's work hours are reduced below 30 hours per week, the employee is no longer eligible for the Diocese paid health medical and dental coverage. At this time the employee may exercise his/her option to continue medical and dental benefits at employee's own expense for a maximum of 18 months.

Employees whose positions have been eliminated or whose hours have been reduced will be placed on a recall list should they so desire. Employees scheduled for layoff will receive written notification and a personal explanation as to why their position is being eliminated and consequently their employment terminated. This notification will be given by the employee's immediate supervisor. Following the notification, the employee will meet with the Business Manager and/or the local HR Manager at the parish to review their benefits and final pay as a result of the staff reduction. At the Pastoral Center, the Diocesan HR Director will perform this function.

If a position is eliminated it cannot be filled for at least one year. It may be filled using a contract service.

If a full-time position has been reduced to part time and by mutual agreement between the supervisor and the employee it is determined that the employee will fill the part time position, severance will be paid. The severance paid will be equal to the ~~normal~~ severance schedule (Policy #607) prorated based on the employee's salary. (Example: If the employee was making \$40,000 per year and the new position is \$20,000 per year, the amount of severance will be based on the difference between the two salaries. In this example \$20,000 is the difference. 20,000 divided by 52 weeks will determine the new weekly pay of 384.62. Take 384.62 times the number years of service, this will give you the severance pay total.) The supervisor must give the employee a 30-day notice that their position is being reduced. The employee in turn must give the supervisor two week notice as to whether the position will be accepted by the employee.

607. Severance/Final Termination Pay

The Catholic Diocese of Dallas will treat employees who have been affected by a layoff or staff reduction with dignity and fairness. Those employees that are affected will be given an opportunity to find an alternative job within their employing entity. If a job

cannot be found the employee will receive two weeks' notice pay and severance pay will be paid based on one week of pay for every year of service that the employee served at the separating employing entity. Partial years will be prorated. Payment will be made in a lump sum payment at the time of separation. For employees whose job is reduced from Full Time to Part Time, see policy #606 for severance payout. If the employee is eligible for Group Insurance the amount of the premium will be paid by the employing entity for the same period of time that the employee receives severance pay and will be included in the lump sum payment. The employee can then determine whether to enroll in Continuation of Group Insurance. (See Policy #218).

Participation in the 403(b) Retirement Plan will be discontinued on the last day worked. Under no circumstances will an employee be paid a severance or receive benefits if they voluntarily resign their position or if they are terminated for cause. In the case of a voluntary resignation, workforce reduction or terminations for cause please see PTO Policy #202. To be eligible for severance pay or benefits, the employee must be full time that is work 30 hours or more per week.

If an employee has used more than their accrued PTO at the time of termination, monies will not be withheld from employee's final paycheck without the employee's permission.

608. Termination of Group Insurance

All Group Insurance benefits, to include Medical, Dental, Vision, Voluntary Life Insurance, Long Term Disability, Flexible Spending Accounts, employer paid Short Term Disability and Basic Life Insurance, for terminated employees will be discontinued effective the day of termination. Unless other arrangements have been agreed upon, the hiring entity is responsible for the entire month premium on behalf of the employee for the last month employee worked. (No half month credits are given to entities)

If an employee is terminated, resigns or retires, please see Policy #218 Continuation of Group Insurance Benefits for more details.

609. Exit Interview

When an employee voluntarily terminates, a final interview should be conducted by either their immediate supervisor or other appropriate person based on the reason for separation. The exit interview should cover at minimum reasons for leaving, and any benefit or compensation issues that may apply to the employee. It is also necessary at this time to obtain any keys, employing entity property etc. that the employee may possess. There should be a notation made in the employee's record whether the employee is eligible for rehire.

Section 700

Specific Employee Policies for “Employing Entity”

Closing Statement

This policy manual supersedes and rescinds all previous employee policy and procedure statements and becomes the official policy and statement of the Diocese of Dallas and the employing entity. This statement shall govern all employee decisions unless it is determined to be in conflict with law.

Amendments to the foregoing statements must be approved by the Bishop or his designated representative, and may be made at any time and without notice. Amendments will be made available to each employee.

Please direct any questions you have about the Employee Policy Manual to your Business Manager/HR person.

Acknowledgement Form

This Employee Policy Manual describes important information about my employment and I understand I should consult my immediate supervisor regarding any questions I may have concerning my employment. I have entered into my employment relationship voluntarily and acknowledge there is no specified length of employment. Accordingly, either I or my employer can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

I understand the information in the Employee Policy Manual represents guidelines only and that the Diocese and/or my employer reserves the right to modify this manual or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this manual at any time. Since the information, policies, and benefits described here are subject to change, I acknowledge revisions to the manual may occur, except to the policy of Employment-at-Will.

I understand that I am responsible for reading the manual, familiarizing myself with its contents, and adhering to all of the policies of the Diocese and/or employer, whether set forth in this manual or elsewhere. Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document and that I should not view it as such or as a guarantee of employment for any specific duration. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

I further understand that no supervisor or representative of the Diocese and/or my employer, other than an official designated by the Bishop, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both parties.

I also acknowledge receipt of the policies contained in this manual, including, but not limited to, those concerning harassment and discrimination in the workplace.

EMPLOYEE NAME (printed)

EMPLOYEE SIGNATURE

Date _____

Appendix A

ROMAN CATHOLIC DIOCESE OF DALLAS COMPUTER SYSTEMS AND INTERNET USE POLICY

Summary

Definitions:

1. The term “Communication(s) Assets” as used herein shall include but not be limited to computers, computer systems and networks, software and related connections, equipment, telephonic access and voice mail.
2. The term “User(s)” as used herein shall include any person who has access to, responsibility for and uses any Communication Assets.
3. The term “Diocesan Entity” as used herein shall include the Diocese, the Pastoral Center, each Parish and its school, each Mission, each Chapel, Diocesan High Schools, seminaries in the Diocese, Catholic Charities of Dallas, Inc. Texas Catholic Publishing Company, Catholic Community Appeal, and St. Joseph Residence, Inc.
4. The term “Employee(s)” as used herein shall include lay employees of a Diocesan Entity and Clergy and Religious assigned to a Diocesan Entity.

All Communication Assets, as well as any data files, software, or communications created, transmitted by or received from or stored in the systems in the course of Diocesan Entity work, are the property of the appropriate Diocesan Entity. To ensure use of the Communication Assets is consistent with legitimate business interests, the Diocese and each Diocesan Entity reserves and may exercise the right to inspect, review, audit, intercept or access all matters on the Diocesan Entity e-mail, voice mail, and computer systems at any time, with or without notice. Electronically generated material is stored, and may be retrieved and inspected, even if it has been “deleted” by the user.

Employees are responsible for all use of the Communication Assets in an effective, ethical and lawful manner. Every Employee has a responsibility to report any violation of this Policy to law enforcement agencies or the Diocesan Risk Manager, or both, as appropriate. No Employee should undertake an investigation or seek to retrieve files or data.

Communication Assets are not to be used in any way that may be immoral, illegal, unethical, and disruptive, in violation of Diocesan policies and guidelines, invidious to

others, or harmful to morale. Items prohibited and which are considered disruptive or invidious include sexually explicit materials or those which contain threats of violence or defamatory comments that invidiously address a person's age, sexual orientation, religious or political beliefs, national origin or disability. Use of Communication Assets for harassment is also prohibited.

Incidental and occasional personal use of Communication Assets is permitted, but they are not to be used for any commercial purposes. All personal files, data and recordings will be treated in the same manner as business and work-related files, data and recordings.

Employees are prohibited from retrieving or reading any e-mail or voice mail not addressed or directed to them without proper authorization. Violation of Diocesan policies, or inappropriately accessing computer files, data and recordings in violation of this Policy are grounds for discipline, up to and including termination of employment.

Use of Communication Assets and the Internet are governed by the following policy:

I Use

Diocesan Entity Communication Assets are to be used only for legitimate Diocesan Entity purposes. Users may be provided access to Diocesan Entity Communication Assets to assist in the enhancement and performance of their employment and duties. Users may also be provided with access to the Internet. All Users have a responsibility to use Diocesan Entity Communication Assets and the Internet in a professional, lawful and ethical manner. Abuse of the Communication Assets or the Internet, may result in disciplinary action, including possible termination, and civil and/or criminal liability.

II Computer Use Restrictions

Use of Communication Assets. Communication Assets may not be used to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, trojan horse programs, etc.) or any other unauthorized materials. At all times Users are responsible for the professional, ethical and lawful use of Communication Assets. Personal use of Communication Assets is a privilege that may be revoked at any time. Accessing, downloading, possessing or transmitting Child Pornography is absolutely prohibited. All Employees are obligated by law to immediately notify the authorities of a violation of the Child Pornography laws.

Occasional limited appropriate personal use of Communication Assets is permitted if such use does not a) interfere with the User's or any other Employee's job performance; b) violate any other provisions, guidelines or standards of this Policy.

Illegal Copying. Users of Diocesan Entity Communication Assets may not download, store, copy or reproduce material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other electronic material Users wish to download or copy. Users may not agree to a license or download any material for which a registration or user fee is charged without obtaining the express written permission of the appropriate administrative superiors.

Communication of Confidential Material. Unless expressly authorized to do so, a User is prohibited from reproducing, copying, sending, transmitting, or otherwise distributing proprietary information, data, or other confidential information belonging to a Diocesan Entity. Unauthorized reproduction or dissemination of such material may result in severe disciplinary action, including possible termination of employment, as well as substantial civil and criminal penalties under state and federal laws.

Accessing the Internet. To ensure security and avoid the spread of viruses, Users accessing the Internet through Communication Assets must do so through an approved Internet firewall or other security device. Bypassing security by accessing the Internet directly by modem or other means is strictly prohibited.

Frivolous Use. Communication Assets resources are not unlimited. Users must not deliberately perform acts that waste the Users' time, other's time, computer resources or unfairly monopolize resources to the exclusion of others. Prohibitions include, but are not limited to sending mass mailings or chain letters, spending excessive amounts of time on the Internet playing games, engaging in online chat groups, uploading or downloading large files, accessing streaming audio and/or video files, or other non-business-related uses of the Internet.

Virus Detection. Files obtained from sources outside the Diocesan Entities, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to e-mail and files provided by other Users, customers or vendors may contain dangerous computer viruses that may damage the Communication Assets. Users may never download files from the Internet, accept e-mail attachments from outsiders, or use disks from outside sources, without first scanning the material with an approved virus checking software. If a User suspects that a virus has been introduced, the supervisor must be notified immediately.

III No Expectation of Privacy

Employees are provided with Communication Assets and Internet access to assist them in the performance of their duties. There should be no expectation of privacy in anything created, stored, sent or received using Diocesan Entity Communication Assets or personal laptops or personal computer equipment used on Diocesan Entity facilities. The Diocesan Entity Communication Assets may be used only for purposes set out in this Policy.

Waiver of Privacy Right. Users of Diocesan Entity Communication Assets expressly waive any right of privacy in anything created, stored, sent or received using the Communication Assets or Internet access provided by a Diocesan Entity. Users consent to allow appropriate personnel access to and review of all materials created, stored, sent or received by the User through any Diocesan Entity provided Communication Assets. This also applies to privately-owned equipment used on the Diocesan Entity's premises.

Monitoring of Computer and Internet Use. The Diocesan Entity retains the right to monitor and log any and all aspects of its Communication Assets including, but not limited to, Internet sites visited by Users, chat rooms, newsgroups, file downloads, and all communications sent and received by Users.

Blocking Sites with Inappropriate Content. The Diocesan Entities have the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

Appendix B

DIOCESE OF DALLAS SOCIAL MEDIA POLICY

(Please see www.cathdal.org for the most recent policy)

Appendix C

CONFIDENTIALITY AGREEMENTS

*Current Employees

*New Employees

*Non-Employees

(Please see www.cathdal.org for the most recent policy)

Confidentiality Agreement (Current Employees)

This Confidentiality Agreement (“**Agreement**”) is entered into by and between _____ (the “**Employer**”) and _____ (the “**Employee**”) (the Employer and Employee are sometimes referred to as the “**Parties**”) as of _____ (the “**Effective Date**”).

In consideration of the Employee’s continued employment by the Employer and the Employer’s promise to provide the Employee with access to its confidential information, trade secrets, and goodwill that the Employee was not previously given access to, which the Employee acknowledges to be good and valuable consideration for Employee’s obligations hereunder, the Parties hereby agree as follows:

1. Confidential Information. The Employee understands and acknowledges that during the course of employment by the Employer, he/she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Employer and its businesses (“**Confidential Information**”). “Confidential Information” includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to: all correspondence, litigation records, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, student records and related information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary.

2. Disclosure and Use Restrictions. To the extent required or permitted by law, Employee covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever, including other employees of the Employer not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Employer; (iii) not to access or use any Confidential Information; and (iv) not to copy and/or remove from the premises or control of the Employer, any materials containing Confidential Information. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosures does not exceed the scope of the required disclosure. As permitted by law, the Employee shall promptly provide written notice of any disclosure of Confidential he/she makes as required by law, regulation, or valid order.

3. Defend Trade Secrets Act Notice. The Employee is notified in accordance with the Defend Trade Secrets Act of 2016 that the Employee will not be held criminally or civilly liable

under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

4. Duration. The Employee's obligations under this Agreement shall commence immediately upon the Employee first having access to Confidential Information and shall continue indefinitely.

5. At-Will Status. Where applicable, nothing in this Agreement shall be construed to terminate, supersede, undermine, or otherwise modify the at-will employment status of the Employee.

6. Entire Agreement and Severability. This Agreement supersedes all other agreements, oral or written pertaining to the subject matter hereof. Any part of it found unenforceable shall be severed so as to render the remainder of the Agreement enforceable.

7. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Texas.

8. Remedies. The Employee acknowledges that improper use or disclosure of the Confidential Information by the Employee will cause irreparable harm to the Employer, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Employee of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary, damages or other available forms of relief.

9. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by the Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

IN WITNESS WHEREOF, the Employee has executed this Agreement as of the Effective Date.

Employee Signature: _____

Employee Name (print): _____

Date: _____

Confidentiality Agreement

(New Employees)

This Confidentiality Agreement (“**Agreement**”) is entered into by and between _____ (the “**Employer**”) and _____ (the “**Employee**”) (the Employer and Employee are sometimes referred to as the “**Parties**”) as of _____ (the “**Effective Date**”).

In consideration of the Employee’s employment by the Employer and the Employer’s promise to provide the Employee with access to its confidential information, trade secrets, and goodwill, which the Employee acknowledges to be good and valuable consideration for Employee’s obligations hereunder, the Parties hereby agree as follows:

1. Confidential Information. The Employee understands and acknowledges that during the course of employment by the Employer, he/she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Employer and its businesses (“**Confidential Information**”). “Confidential Information” includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to: all correspondence, litigation records, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, student records and related information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary.
2. Disclosure and Use Restrictions. To the extent required or permitted by law, Employee covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever, including other employees of the Employer not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Employer; (iii) not to access or use any Confidential Information; and (iv) not to copy and/or remove from the premises or control of the Employer, any materials containing Confidential Information. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosures does not exceed the scope of the required disclosure. As permitted by law, the Employee shall promptly provide written notice of any disclosure of Confidential he/she makes as required by law, regulation, or valid order.
3. Defend Trade Secrets Act Notice. The Employee is notified in accordance with the Defend Trade Secrets Act of 2016 that the Employee will not be held criminally or civilly liable

under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

4. Duration. The Employee's obligations under this Agreement shall commence immediately upon the Employee first having access to Confidential Information and shall continue indefinitely.

5. At-Will Status. Where applicable, nothing in this Agreement shall be construed to terminate, supersede, undermine, or otherwise modify the at-will employment status of the Employee.

6. Entire Agreement and Severability. This Agreement supersedes all other agreements, oral or written pertaining to the subject matter hereof. Any part of it found unenforceable shall be severed so as to render the remainder of the Agreement enforceable.

7. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Texas.

8. Remedies. The Employee acknowledges that improper use or disclosure of the Confidential Information by the Employee will cause irreparable harm to the Employer, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Employee of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary, damages or other available forms of relief.

9. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by the Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

IN WITNESS WHEREOF, the Employee has executed this Agreement as of the Effective Date.

Employee Signature _____

Employee Name (print): _____

Date: _____

Confidentiality Agreement (For Non-Employees)

This Confidentiality Agreement (“**Agreement**”) is entered into by and between _____ (the “**Entity**”) and _____ (the “**Individual**”) (the Entity and Individual are sometimes referred to as the “**Parties**”).

In consideration of the Entity’s promise to provide the Individual with access to its confidential information, trade secrets, and goodwill, which the Individual acknowledges to be good and valuable consideration for the Individual’s obligations hereunder, the Individual and Entity hereby agree as follows:

1. Confidential Information. The Individual understands and acknowledges that during the course of his/her work associated with and/or involvement in the activities or affairs of the Entity, he/she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Entity and its businesses (“**Confidential Information**”). “Confidential Information” includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: all correspondence, litigation records, allegations of sexual abuse or misconduct, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public. The Individual understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

2. Disclosure and Use Restrictions. To the extent required or permitted by law, Individual covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever; (iii) not to access or use any Confidential Information; and (iv) not to copy and/or remove from the premises or control of the Entity, any materials containing Confidential Information. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to a valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosure does not exceed the scope of the required disclosure. As permitted by law, the Individual shall promptly provide written notice of any disclosure of Confidential he/she makes as required by law, regulation, or valid order.

3. Relationship. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

4. Duration. The Individual understands and acknowledges that their obligations under this Agreement shall commence immediately upon the Individual first having access to such Confidential Information and shall continue indefinitely.

5. Entire Agreement and Severability. This Agreement supersedes all other agreements, oral or written pertaining to the subject matter hereof. Any part of it found unenforceable shall be severed so as to render the remainder of the Agreement enforceable.

6. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the State of Texas.

IN WITNESS WHEREOF, the signature of the Individual below acknowledges his/her agreement to the aforementioned terms.

Employee Signature: _____

Employee Name (print): _____

Date: _____