HUMAN RESOURCES PERSONNEL POLICIES
FOR
CATEGORY I CATHOLIC SCHOOL EMPLOYEES

FOREWORD

The Archdiocese of Seattle is committed to being a fair employer. While acknowledging local, state and federal rules and regulations regarding employment practices, the Archdiocese also affirms its unique standing and responsibilities under Canon Law. These policies are promulgated as particular Canon Law for the Archdiocese of Seattle.

The information provided in these Human Resources policies is for use by those who are employed in a Category I Archdiocesan school on a part-time or full-time basis, including lay employees, vowed men and women religious, and deacons. All priests, and those deacons not in an employment relationship with an Archdiocesan school, are covered by policies other than those outlined in this handbook. Archdiocesan parish employees are covered by the *Parish Human Resources Policies*.

The *Human Resources Policies for Catholic School Employees* do not imply a contract of employment, and the Archdiocese of Seattle reserves the right to modify the information contained in these policies at any time.

The Archbishop may make exceptions to these policies either directly or through his delegates. Therefore, this handbook does not address all possible applications of policies or exceptions to them. Any questions concerning eligibility for certain benefits or the applicability of a policy or practice to local situations should be addressed to the Executive Director of Human Resources or the Assistant Superintendent for Personnel, in the Office for Catholic Schools.

The *Human Resources Policies for Catholic School Employees,* first published as part of the *Many Gifts, One Spirit: Pastoral and Sacramental Policies for the Archdiocese of Seattle* are promulgated as particular Canon Law and supersede any and all prior employee handbooks and personnel policies. The effective date of these policies is September 1, 2018.

Office for Catholic Schools

Employee Personnel Handbook

Agreement Form

My signature below certifies that I have been provided information on how to access the Catholic Schools Personnel Policies via the www.ocsww.org. I agree that I have read the policies in order to be informed about them and I will abide by them. If I do not have access to a computer, I understand that I can request a printed copy of the policies from my school. I will ask my principal or canonically appointed pastoral leader, if I have any questions regarding any of the information contained in these personnel policies.

I understand that the purpose of these policies is to educate employees about the personnel policies of the Catholic Schools serving in the Archdiocese of Seattle. This is not an employment contract.

I understand that these policies represent the current personnel policies and benefits; the Archdiocese of Seattle reserves the right to change these policies at any time without prior notification.

I understand that this signed agreement will be maintained in my personnel file.

_____ _____

Employee Signature Date

_____

Employee Printed Name

Archdiocese of Seattle
Office for Catholic Schools
710 9th Ave. Seattle, Washington 98104
Tel. 206-382-4861 *Toll free* 800-473-5641 *Fax* 206-654-5641
www.ocsww.org

cc Personnel File

Personnel

Section 3
of

Archdiocese of Seattle Catholic Schools
Policies Manual

Called to Serve: Hiring and Initial Employment Period

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CALLED TO SERVE: HIRING AND INITIAL EMPLOYMENT PERIOD

I. INTRODUCTION

The hiring process and the initial employment period provide an opportunity to explore the God-given gifts and talents of candidates to mutually discern whether an individual is suited to the requirements of a particular position in the school. The hiring process ensures equitable treatment for all candidates and values the unique qualities of each applicant.

II. HIRING

3.1 CONDITIONS FOR HIRING

***FORMS* available at ocsww.org/My Desk/Personnel Forms/Hiring/**
Hiring To-Do List
Pre-Employment Background Check
Elementary Principal Job Description
Secondary Principal Job Description
Teacher Job Description
Substitute Pre-Employment Form
W4 Employee Tax Withholding Form
I-9 Employment Eligibility Verification Form
Employee Agreement (Non-Cert less than 20 hours)
Employee Agreement (Non-Cert above 20 hours)

Staff Personnel Forms
Employee File

Handbooks
Employee Handbook
Faculty Handbook

***APPENDICES* available at ocsww.org:**
Hiring To-Do Process
Using Applitrack Hiring System for Full and Part-Time Faculty
Using Applitrack Hiring System for Substitutes
Washington State Teacher Salary Table

3.1 (A) The school administration will recruit and select the best available persons to serve in regular positions (see *Addendum: Definition of Terms*) in the school without discriminating on the basis of age, color, national origin, race, sex—unless sex is a bona fide occupational qualification for the position- sexual orientation, genetic information, veteran or military status, or disability, provided that the disability does not prevent the candidate's ability to perform the essential functions of the job either with or without reasonable accommodation. All successful candidates for a school position are required to support the mission of the Church and lead a life consistent with Catholic social and moral teaching. In this way, they should aid students in their Catholic formation by good example. This spirit guides the relationship between the employer and employee in Catholic schools.

3.1 (B) The hiring process seeks to ensure that the cultural and ethnic diversity of the school community is reflected in the school staff. Particular requirements for regular positions are determined by the canonically appointed leader and the school administrator consistent with universal and particular canon law and archdiocesan policy. In keeping with its mission, Catholic schools should develop recruitment and retention strategies specifically designed to attract, hire, and retain teachers and administrators who come from the diverse racial, ethnic, cultural, and physically-challenged populations represented in Catholic schools. In keeping with its mission of providing a Catholic education, preference in hiring will be given to practicing Catholics.

3.1 (C) Each regular position is filled through an internal and/or external open hiring process except in extraordinary circumstances as authorized by the canonically appointed leader and the school administrator. An open hiring process is one that advertises the position and makes it available publicly so that qualified individuals from diverse backgrounds have a reasonable opportunity to learn about the position and to apply for it.

3.1 (D) The Office for Catholic Schools will assist school administrators in the hiring and selection of teachers through recruitment strategies that attract and retain both new and experienced teachers and administrators. Positions should be listed on the Office for Catholic Schools' web-based application system.

3.1 (E) Local school administrators will make every reasonable effort to hire qualified teachers certified by Washington State in accordance with Chapter 28A.195.010, RCW Private Schools, paragraph 3(a) (b). Teachers must also live a life style compatible with Catholic moral values and must exercise professional conduct consistent with Catholic teachings.

3.1 (F) Teachers of religion, principals, and presidents must be practicing Catholics, and hold or be working toward Archdiocesan catechetical certification.

3.1 (G) As a condition of employment, all school personnel, whether certificated, non-certificated, full-time, part-time or substitute, must:

- Complete the Virtus training program within 90 days of beginning work;
- Participate in update trainings as defined by the current terms of the Safe Environment Program training requirements;
- Pass a background check;
- Sign the Safe Environment Program Church Personnel Agreement within three days of beginning work.

3.1 (H) After being hired and prior to the beginning of school, all teachers and school administrators are required to attend an orientation presented by the Office for Catholic Schools. Teachers hired after the beginning of the year may attend the following year, unless the school provides an orientation.

3.1 (I) If the applicant's file has not been approved by the Assistant Superintendent for Personnel at the time of hiring, she or he will be offered a conditional covenant for no more than six weeks while the file is being completed and approved. Failure to have an application approved at the expiration of six weeks shall result in dismissal.

MINISTERIAL COVENANT: RIGHTS AND OBLIGATIONS OF SCHOOL EMPLOYEES

A covenant is "a solemn agreement between human beings or between God and human beings involving mutual commitment or guarantees" (*CCC*, p. 873). The relationship between God and human beings has been revealed through covenants that are foundational to the core beliefs in the history of the Judeo-Christian tradition. Similarly, the relationship between the Church and those employed by the Church is covenantal rather than contractual and gives rise to various rights and obligations for employees serving in the parish/school in any capacity.

3.2 COVENANTS for SCHOOL TEACHERS and SCHOOL ADMINISTRATORS

***FORMS* available at ocsww.org/My Desk/Personnel Forms/Hiring/**
Administrative Ministry Reference Packet
Administrative Reference Packet
Elementary Principal Covenant
Elementary Vice-Principal Covenant
Secondary Principal Intent Packet
Secondary Principal Covenant
Secondary Vice Principal Covenant
Standard Teacher Covenant
Long-term Substitute Teacher Covenant
Elementary Principal Intent Renew Packet
Elementary Principal (Pastor) Intent Renew Packet
Secondary Principal Intent Renew Packet
Staff Intent to Renew Packet

3.2 (A) All Archdiocesan Catholic schools must use the official Archdiocesan standard covenant when employing a teacher or administrator.

3.2 (B) All covenants are for one academic year with no assurance of renewal. The canonically appointed leader and school administrator have sole discretion to offer a covenant in a succeeding year.

3.2 (C) Amendments to the Archdiocesan standard covenants are permitted, but must meet the following conditions:

a. Amendments must not conflict with any terms of the Archdiocesan standard covenant;
b. Amendments must be set forth in a supplementary agreement or addendum separate from the Archdiocesan standard covenant;
c. The Assistant Superintendent for Personnel must approve all amended covenants before the principal and teacher execute the agreement; and
d. Under no circumstances shall terms be deleted from the Archdiocesan standard covenant.

3.2 (D) There is no tenure for teachers, administrators, or presidents in the Archdiocese.

3.2 (E) School employees should conduct themselves in a professional and business-like manner, treating co-workers, clergy, parishioners, parents, students, and others with respect. They must conduct themselves in a moral and ethical manner consistent with Catholic principles in the performance of work duties and live a lifestyle compatible with Catholic teaching.

3.2 (F) Style of clothing must always reflect a respect for the dignity of the human person. Attire is to be appropriate to the duties the employee performs and the environment in which the employee works. Clothing must be clean and in good repair. School Administrators may decide, in collaboration with the canonically appointed leader, what attire is suitable for the work place.

3.2 (G) Good personal hygiene is required and employees must refrain from using heavy and strong perfumes, colognes, scented lotions, or creams in the school. Hair must be clean and not in the way of work.

3.2 (H) Body piercings, art tattoos, or other body adornments must not distract, interfere or present an image or message counter to Catholic teaching as determined by the canonically appointed leader or school administrator. Employees may be asked to remove or cover adornments, or in extreme cases of conflict with the ministry, leave employment.

3.2 (I) Employees may not wear buttons or display materials in the workplace endorsing a political candidate or advocating for any issues contrary to Catholic teaching.

3.3 HIRING SCHOOL ADMINISTRATORS

Category I Elementary Schools

3.3 (A) In consultation with the Office for Catholic Schools, the canonically appointed leader selects a Search Committee, representing leadership from school and/or parish to seek, recruit, hire, and retain the best qualified administrators for their schools. The principal (and, if applicable, the president) must be a practicing Catholic, live a lifestyle consistent with Catholic moral values, and exercise professional conduct consistent with Catholic teaching.

3.3 (B) All school administrators shall hold or be eligible to hold an appropriate Professional Education Certificate from the State of Washington.

Category I(a) and I(b) High Schools

3.3 (C) When a vacancy occurs in the administrator or presidency of a Category I (a) and/or (b) High School, the Superintendent will establish a search committee in consultation with the local school Advisory Board. Procedures for conducting the search are available from the Office for Catholic Schools.

3.3 (D) The search committee recommends the top candidate(s) to the Superintendent. The Superintendent interviews the finalist(s) and recommends final candidate(s) to the Archbishop. The Archbishop interviews, appoints and announces the appointment of the new administrator or president.

3.4 CERTIFICATION OF TEACHERS AND ADMINISTRATORS

3.4 (A) Before they are hired, teachers must provide evidence that they hold or are eligible to hold the appropriate Washington State Professional Education Certificate in accordance with Chapter 28A.195.010, RCW Private Schools.

3.4 (B) Teachers and administrators are responsible for obtaining and maintaining their Washington State Professional Education Certificate.

3.4 (C) The following exceptions apply, as allowed by Chapter 8A.195.010 RCW:

a. Teachers of religion courses or courses for which no counterpart exists in public schools shall not be required to obtain a state certificate to teach those courses; and

b. In exceptional cases, individuals of unusual competence, but without certification, may teach students so long as a certified teacher or administrator exercises general supervision.

NOTE: Annual written statements shall be submitted to the office of the Superintendent of Public Instruction reporting and explaining such circumstances, before the renewal of a Conditional Certificate.

3.4 (D) Prior to extending any offer of employment, the school administrator or his/her designee must complete reference checks, including but not limited to the most recent employer. If the candidate was employed previously (or is employed currently) by a Catholic parish, school or agency in the Archdiocese of Seattle, the former (or current) canonically appointed leader or school administrator, must be contacted prior to extending any offer of employment. In addition, for these candidates, the Office of Human Resources must be contacted prior to extending any offer of employment. Written records of the reference checks are to be retained in the personnel file.

3.4 (E) Each offer of employment is contingent upon the prospective employee's successful completion of a criminal background check, proof of eligibility to work in the United States, and completion of required paperwork. For applicants with a criminal background, the Office of Human Resources determines whether the open charge, deferral, or conviction affects the eligibility for employment.

3.4 (F) All new certificated employees require verification of their educational or credential qualifications.

3.5 HIRING OF FAMILY MEMBERS

Family members of current employees may be hired under the following conditions:

a. If the family member is applying for a regular position, the open hiring process has been completed and the relative of a current employee is the applicant best qualified for the position; and

b. The new employee is not directly supervised by her/his family member.

For hiring purposes, a family member is defined as son, daughter, parent, sibling, spouse, in-law, grandparent, grandson, granddaughter, aunt, uncle, or "step" relative (for example, stepmother or stepfather) or individuals residing in the same household, whether related or not, other than members of religious congregations.

3.6 HIRING OF TEMPORARY EMPLOYEES

A temporary employee fulfilling the duties of a regular position, or fulfilling the duties of a temporary position that becomes a regular position, may be selected for the regular position without any hiring process, provided that the temporary employee was initially selected for his or her position through an open hiring process.

3.7 SUBSTITUTE TEACHERS

***FORM* available at ocsww.org/My Desk/Personnel Forms/Evaluations/**
Evaluation of Substitute Teachers

3.7 (A) When temporarily replacing teachers who have taken an authorized leave of absence, Catholic schools shall employ substitute teachers who are qualified and hold valid Washington State Professional Education certificates.

3.7 (B) The Office for Catholic Schools will provide a database of substitute teachers who have applied through the Office for Catholic Schools' electronic employment system and by indicating their wish to be employed as substitutes, have completed a successful criminal background check prior to beginning employment.

Each school will require substitute teachers to sign the Safe Environment Program Church Personnel Agreement within three days of beginning work. This will be filed at the school and may be duplicated for the substitute to present to other schools when employed.

Each school will arrange for substitute teachers using the Aesop system through the Office for Catholic Schools and determine pay rates

3.7 (C) For long-term substitutes, rates of pay should be computed so as to reflect the substitute's expanded duties.

3.7(D) A covenant and benefits may be offered to a long-term substitute for a period of six months to one year.

3.8 FILLING A VACANCY

If a position becomes vacant within six months of the date of hire, the school administrator may consider selecting one of the other applicants who originally applied for that position without going through another open hiring process.

3.9 REHIRED EMPLOYEES

Supervisors must consult with the archdiocesan Office of Human Resources or Office for Catholic Schools and the former supervisor prior to extending an offer of temporary or regular employment to an individual who was formerly employed by another Catholic parish, school or agency in the Archdiocese of Seattle.

III. SALARIES

3.10 TEACHERS SALARIES

3.10 (A) Salary schedules for teachers in Catholic schools are adopted at the local level. It is advisable that the base salary, to be competitive, should be at least 90 percent or more of the prior year's local public school teachers' salary scale, based on preparation and experience.

3.10 (B) Annually the Office for Catholic Schools will provide suggested salary schedules and information to school administrators and canonically appointed leaders.

3.10 (C) Changes to placement on the adopted salary schedule should be based on verification of earned credits prior to August 31 of the current school year as well as years of experience. Clock hours do not accumulate to credits for salary advancement unless earned through university credit.

3.10 (D) Substitute teaching in excess of 100 days constitute a year's teaching experience for the purpose of placement on the salary scale.

3.10 (E) If placed on the salary schedule, part-time teachers who qualify for full benefits gain a full year's experience for each year taught.

3.11 SCHOOL ADMINISTRATORS' SALARIES

Elementary Schools

3.11 (A) The canonically appointed leader, in consultation with the Office for Catholic Schools, determines the school administrator's salary. This determination is based on professional preparation, experience, and the salary plan adopted by the parish/school in conformity with the Archdiocesan salary guidelines.

High Schools

3.11 (B) Category I (a) and I (b) schools: In consultation with the School Advisory Board, the Superintendent will determine the school administrator's or president's salary. This determination is based on professional preparation, experience, performance on the required evaluation , and the archdiocesan salary guidelines.

3.11 (C) Category II schools: The Board of Trustees will determine the school administrator's or president's salary in accordance with its own policies and procedures.

3.12 NON-CERTIFICATED EMPLOYEE COMPENSATION

3.12 (A) The compensation for employees in support positions, including non-certificated positions, are established at the local level. All non-exempt support staff or non-teaching employees are to be paid on an hourly basis for hours worked and recorded. It is advisable that the base wage, to be competitive, reflect the local public school salaries for similar positions. The same percentage of the scale used to establish teachers' salaries should be considered in determining wages for support staff.

3.12 (B) For non-exempt employees in non-certificated positions the supervisor must give prior authorization to work any hours over the scheduled number.

3.12 (C) Non-exempt employees are paid at the rate of time and a half for each quarter hour worked beyond forty hours per week.

3.12 (D) Non-exempt employees, receiving paid medical benefits, will have benefits continue to be paid during the school breaks. If the employee is paying for dependent benefit coverage the payments will be withheld from pay earned after school resumes and the employee resumes working.

3.12 (E) Employees who receive pay from another source while acting in their official capacity and/or in connection with the performance of position responsibilities will turn the pay over to the parish/school. Employees who perform additional duties outside of their position duties, outside of normal working hours and not acting in their official capacity, may retain any pay received for services rendered.

IV. COMPENSATION AND LEAVE BENEFITS

The parish/school is committed to recognizing the contribution of those who dedicate their career efforts to working in the service of the Church. Those who devote themselves to service in the Church have a right to decent remuneration, social provision, and health benefits (*CIC*, c. 231 §2).

The school provides its employees with wages and benefits administered in a fair and equitable manner to the extent that it can provide and as warranted by the position and performance.

3.13 HEALTH WELFARE AND RETIREMENT BENEFITS

3.13 (A) Regular employees must participate in the health, welfare and retirement benefits offered by the Archdiocese of Seattle subject to the terms of the particular plan documents, covenants and requirements. Employees who waive benefits under applicable plan provisions (including employees who waive medical insurance due to coverage through another plan) will not be paid for the cost of the benefits waived.

3.13 (B) *Employees eligible for benefits from multiple salary sources* (see ADDENDUM: DEFINITION OF TERMS) must participate in the health, welfare and retirement benefits offered by the Archdiocese of Seattle subject to the terms of the particular plan documents, covenants and requirements. They will only receive other benefits such as paid leave, Family and Medical leave, holidays, military reserve leave, or jury duty leave, if they work at least 20 hours per week at one location or combined at multiple locations.

LEAVE BENEFITS

3.14 ADMINISTRATIVE LEAVE

3.14 (A) When required to take Administrative Leave, an employee will be informed of the nature of the circumstances precipitating the requirement and must comply with all applicable procedures.

3.14 (B) Various circumstances may occur that result in the need to conduct an investigation into an allegation of serious employee misconduct that, in the judgment of the canonically appointed leader or school administrator (in consultation with the Office of Human Resources or Office for Catholic Schools), requires the employee's removal from the workplace while the investigation is being conducted.

3.14 (C) Examples of such circumstances include, but are not limited to: allegations of harassment, sexual misconduct, sexual abuse, financial misconduct, theft, violence, or professional misconduct not consistent with Catholic social and moral teaching.

3.14 (D) The school administrator and/or the Office of Human Resources or Office for Catholic Schools will advise the employee of the nature of the allegations and the anticipated length of time for the investigation to be concluded. The employee is required to hand in keys and other methods of access, and will not be allowed to conduct school business during the administrative leave. The employee may be instructed to remain off of school property and may be instructed to not have any contact with school staff, parishioners, parents, or students for the duration of the leave. All communications with the school should be made only through the school administrator unless other arrangements are made. The employee is paid his or her regular wages and maintains benefit coverage during the course of the administrative leave. During the investigation, care is to be taken that the employee's right to a good reputation and right to protection of privacy are safeguarded (*CIC*, c. 220) Failure to comply with policy will lead to further administrative actions, up to and including immediate termination.

3.14 (E) Administrative leave may be ended by the employee's return to work, corrective action, demotion, termination, or other action as determined by the canonically appointed leader or school administrator, in consultation with the Office of Human Resources or Office for Catholic Schools.

3.15 BEREAVEMENT LEAVE

3.15 (A) As an expression of the Church's pastoral care and concern, regular employees are eligible for bereavement leave with pay.

3.15 (B) Employees in their initial employment period, the first six months of employment, are eligible for one occurrence of paid bereavement leave at the supervisor's discretion.

3.15 (C) Employees are eligible for five days paid bereavement leave in immediate proximity to the death of a parent, stepparent, sibling, step-brother/sister, son/daughter, step-son/daughter, spouse, grandparent, grandson/daughter, mother/father-in-law, or daughter/son-in-law.

3.15 (D) Employees are eligible for three days paid bereavement leave in immediate proximity to the death of other close relatives. For purposes of bereavement leave, the term "close relative" is defined as an aunt, uncle, niece, nephew, cousin, or sister/brother-in-law.

- If additional time off is required, employees may use accrued sick leave, personal leave, or request leave without pay.
- Supervisors may also grant up to one day of paid bereavement leave to employees for the purpose of attending a funeral of someone other than a member of the employee's family.

3.16 CHILDBIRTH DISABILITY LEAVE

Eligible employees will receive unpaid disability leave related to childbirth. Due to the complexity of administration of this policy, administrators should seek clarification from the Office of Human Resources or Office for Catholic Schools.

3.16 (A) Childbirth disability leave is provided for an expectant mother for the period of time before and after the birth of her child during which her doctor certifies that she is disabled. Pre-birth related disabilities may begin shortly before the birth, or, theoretically, could begin nine plus months before the actual birth. Post-birth related disabilities are typically for six to eight weeks. In the event that an employee becomes disabled early in her pregnancy, she should apply for Long Term Disability Leave, which may begin ninety days after her disability begins.

3.16 (B) The employee must use her sick leave concurrently, if she has any.

3.17 DOMESTIC VIOLENCE LEAVE

3.17 (A) Employees who are victims of domestic violence, sexual assault or stalking are allowed to take reasonable or intermittent unpaid leave to take care of legal or law enforcement needs or get medical treatment, social services assistance or mental-health counseling.

3.17 (B) Employees who are family members of victims of domestic violence, sexual assault or stalking may also take reasonable leave to help the victim obtain treatment or seek help:

- Family member (for purposes of domestic violence leave) is defined as child, spouse, parent, parent-in-law, grandparent, or person the employee is dating. Family relationship may be determined by birth certificate, court document, other similar record or a statement from the employee.
- This leave may be paid with accrued vacation or sick leave, or be unpaid.

3.17 (C) The school may require verification from the employee who is requesting leave, including one or more of the following:

- A police report indicating the employee or employee's family member (as defined above) was a victim;
- A court order providing protection to the victim;
- Documentation from a healthcare provider, advocate, clergy, or attorney;
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

3.17 (D) Administrators are required to contact the Office of Human Resources or Office for Catholic Schools for guidance if an employee will be utilizing leave for these purposes.

3.18 FAMILY and MEDICAL LEAVE (FML)

"The apostolate of … families is of unique importance for the Church and civil society… This mission-to be the first and vital cell of society-the family has received from God" (AA, 11). Consequently, the parish/school provides family and medical leave for its employees if the criteria for FML are met.

***FORMS* available at ocsww.org/My Desk/Personnel Forms/Leave Forms/**
Family Medical Leave Request
Family Medical Leave (Approval)
Family Medical Leave (Physician)
Family Medical Leave (Response)

***APPENDIX* available on ocsww.org/Appendices/**
Steps for Administering Family Medical Leave

3.18 (A) Employees who have been employed by the school for at least twelve months and work at least 20 hours per week are eligible for FML. (See 3.16 CHILDBIRTH DISABILITY LEAVE)

3.18 (B) Supervisors are responsible for completing the appropriate paperwork for FML. If an employee has been out of work on sick leave for five consecutive days, FML begins on the sixth day of sick leave. Classifying the leave as FML is conditional, pending documentation.

3.18 (C) FML is an unpaid leave of absence from work in the event of:

- The birth or adoption of a child, or receiving a child for foster care;
- The employee's own serious health condition that makes it impossible to perform essential job functions;
- Any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active military duty; or the need to care for a covered service member to whom the employee is the next of kin (nearest blood relative).
- The need to care for the employee's child,(biological, adopted, or foster child, or anyone the employee raised as a son or daughter), spouse or parent due to their serious health condition;

3.18 (D) A serious health condition meets one of these three criteria:

- It requires at least an overnight stay in a hospital, hospice, or other residential medical institution;
- It involves an absence from work or other daily activity for more than three days, and requires continuing treatment or supervision by a healthcare provider; or
- It is a chronic or long-term illness that is incurable or so serious that if untreated would probably lead to more than three days' incapacity, and requires continuing medical treatment or supervision.

3.18 (E) An employee is needed to care for a sick family member (as defined in 3.18 C) when the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety, or is unable to transport him or herself to the doctor.

3.18 (F) Eligible employees are entitled to a maximum of twelve calendar weeks of FML within a twelve consecutive calendar month period. The twelve weeks of leave will be translated into days. For full-time employees, that equals sixty days of FML per year.

3.18 (G) The twelve weeks of FML can be taken continuously or, under certain circumstances, intermittently. Leave may also be taken on a reduced leave schedule on a temporary basis if the employee is capable of performing the essential functions of the position with or without reasonable accommodation. The taking of leave and the duration of temporary part-time work must be discussed with and approved by the canonically appointed leader.

3.18 (H) An eligible employee who is the spouse, son, daughter or parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to a total of 26 weeks of leave in a single 12-month period to care for the service member. This expanded leave entitlement may also be taken on an intermittent or reduced leave schedule (as described in 3.18 F) under certain circumstances.

3.18 (I) For a new child, FML must be completed within twelve months after the birth, adoption, or placement for foster care. A husband and wife who both work for the school and are both eligible for leave can have a combined total of 12 weeks of leave, which they may split between them.

3.18 (J) Employees must use all available sick leave, and may exceed the twelve weeks or sixty days of FML if they have accumulated a total of sick leave up to and including the 90 days maximum allowed by policy. When FML falls over a holiday it does not affect the calculation of leave. Teachers and administrators, who do not normally work during the summer, do not count summer vacation against the FML.

3.18 (K) Employees who are able to return to work at least part-time may do so, if the school can reasonably accommodate such a request, and continue to access any unused sick leave available.

3.18 (L) Employees on FML will not be treated differently from other employees if decisions are made at the school to reorganize, reassign, or lay off positions during the time the employee is on FML.

3.18 (M) When on FML, an employee will be retained on the health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.

3.18 (N) Exempt Employees who are on an unpaid portion of FML leave will have an amount equaling their daily rate of pay deducted from their income for all days not covered by paid sick leave.

3.18 (O) Sick leave benefits will not accrue when employees are on an unpaid portion of a FML.

3.18 (P) If salary increases are scheduled to occur during the time employees are on authorized FML, the following provisions apply:

- Employees who are using accrued sick leave will receive the salary increases at the scheduled time;
- Employees who are on an unpaid portion of FML will receive their scheduled salary increase when they return to work.

3.18 (Q) For purposes of FML, the year will be determined by using a "rolling forward" method. The year begins for each employee on the date when that employee's leave begins. For example, if an employee begins an authorized FML on February 1, a leave year begins for that employee on February 1 and a total of twelve weeks could be taken between February 1 and January 31 of the following year.

3.18 (R) An employee whose leave is considered FML is required to provide a 30-day advance notice of the need to take FML when the need is foreseeable and such notice is practicable. If the need was not foreseeable, the employee must notify the supervisor as soon as possible if the absence will exceed five days.

3.18 (S) All agreements regarding FML must be authorized in writing, and signed by the employee, the canonically appointed leader or school administrator prior to the beginning of a FML or as soon as possible after leave has commenced. Employees on FML must notify the school administrator in writing of any change in the original written agreement.

3.18 (T) Employees are required to provide medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member or a serious injury or illness of a covered service member. The employer may require medical certification prior to the return to work. A second opinion may be required and paid for by the parish/school.

3.18 (U) Special rules apply to instructional employees, who are defined as those whose principal function is to teach or supervise and instruct students in a class, small group or an individual setting:

1. When an employee requests intermittent leave which is foreseeable, based on planned medical treatment and will require the employee to be on leave more than 20 per cent of the total number of working days over the period of the leave, the employee may be required by the principal to either:
   - Take leave for a period or periods of particular duration, not greater than the duration of the planned treatment; or
   - Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
2. Returning to work near the conclusion of an academic term.
   - Instructional employees who begin leave more than five weeks before the end of the term may be required by the principal to continue taking leave until the end of the term if the leave will last at least three weeks and the employee would return to work during the three week period before the end of the term.

- If the employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the term, she/he may be required by the principal to continue taking leave until the end of the term, if the leave will last more than two weeks and the employee would return to work during the two week period before the end of the term.

3. If the employee begins leave during the period that commences three weeks prior to the end of the academic term and if the duration of the leave is greater than five working days, the school may require the employee to continue to take leave until the end of the term.

3.19 MILITARY LEAVE

3.19 (A) Employees who regularly work 20 hours or more per week and who are serving in the U.S. Military Reserve (Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard) will be granted up to 21 days of military leave annually. Employees have the option of using accrued vacation during this time. If vacation is not available or the employee does not wish to use it for this purpose, an unpaid leave of absence will be granted.

3.19 (B) Employees must immediately notify their school administrator regarding military service leave requirements so arrangements can be made to cover their absence. Employees must submit a copy of the Notice to Report for Service to the supervisor prior to beginning the leave.

Military Spouse Leave

3.19 (C) Employees who work 20 hours or more per week, on average, and who are spouses of military personnel who have been notified of an impending call or order to active duty or who are on leave from deployment during times of military conflict, are allowed to take 15 days leave from work per deployment. This leave is separate and distinct from the military family leave component of family medical leave (FML) described in 3.18.

3.19 (D) This leave is without pay, but the employee may substitute sick, up to 2 days of personal leave or accumulated vacation leave, if they have any available to them.

3.19(E) The employee must provide their school administrator with notice of the intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. Leave may only be used during the period prior to the deployment or when the military spouse is on leave during the deployment.

3.20 PERSONAL LEAVE with PAY

Catholic schools will grant requests, with prior approval from the administrator, from employees for up to two days of personal leave with pay per year, when no other type of paid leave is appropriate and/or available. Personal leave days do not accrue if not used during the school year.

3.21 SICK LEAVE

3.21 (A) The school provides sick leave pay to regular employees when they are absent from work for occupational or non-occupational reasons due to disability or illness for themselves, serious health conditions of immediate family members (spouse, son/daughter, parent, parent-in- law or grandparent) and for care of a minor/dependent's health condition.

3.21 (B) Full-time employees of Catholic Schools receive 10 days of paid sick leave at the beginning of each school year.

3.21 (C) Part-time employees accrue sick leave on a pro-rated basis according to the number of days regularly worked each week. Teachers who teach 15 hours per week with one hour of preparation time for every three hours of class time are eligible for benefits and 10 days of paid sick leave at the beginning of each school year.

3.21 (D) No employee may accrue more than 90 days of sick leave.

3.21 (E) The employee may use all accrued sick leave for personal illness. The employee may use a maximum of 60 days of accrued sick leave per year for the purpose of caring for a relative or adopting a child.

3.21 (F) Employees must use a minimum of .5 days for any time sick leave is used. Terminating employees will not be paid for any unused sick leave. Sick leave is not transferable to other employees.

3.21 (G) Accrued sick leave credits will be lost if an employee changes from a benefits eligible status to a part-time basis of less than 20 hours a week. If the employee returns to eligible status within twelve months, the previous sick leave balance will be reinstated.

3.21 (H) The school administrator reserves the right to require an employee to provide medical verification of an illness or injury.

3.21 (I) The school administrator has the right to require that the employee provide confirmation from the appropriate licensed health/medical professional (e.g. physician, psychiatrist, psychologist) that the employee is able to return to work if the employee has taken more than five consecutive days of sick leave.

3.21 (J) If an employee has been out of work on sick leave for five consecutive days, FML begins on the sixth day of sick leave. Classifying the leave as FML is conditional, pending documentation.

3.21 (K) An employee terminating from a school or other employer that participates in the health, welfare and retirement plans of the Corporation of the Catholic Archbishop of Seattle (CCAS), who is hired at another school, within three years is eligible to transfer a maximum of one third of the accumulated sick leave credits (up to 30 days total) to the new place of employment.

3.21 (L) Employees who terminate from the school and return to work at the same school within twelve consecutive calendar months will have all earned, unused sick leave reinstated.

3.22 UNPAID LEAVE of ABSENCE

<u>FORMS</u> available at ocsww.org/My Desk/Personnel Forms/Leave Forms/ *Leave of Absence (Request)*
Leave of Absence (Response)

An unpaid Leave of Absence is authorized unpaid leave of absence from work for a specific period of time (not to exceed 12 months) granted by the employer in response to individual requests for time off for educational, travel, or other personal reasons.

3.22 (A) Employees who have worked at least three continuous years (working at least 20 hours per week) at the school may request unpaid leave of absence to pursue personal interests, responsibilities, or needs. The school administrator and canonically appointed leader make a decision based on the needs of the school, the ability to accommodate a temporary vacancy in the position, and/or the ability to refill the position on a temporary basis.

3.22 (B) Sick leave and pension benefits will not accrue during an approved unpaid leave of absence.

3.22 (C) Employees on an approved unpaid leave of absence will not be treated differently from any other employee if decisions are made at the school to re-organize, re-assign, or lay off positions during the time the employee is on leave. Being on an unpaid leave will not be a factor in deciding organizational issues and needs during the leave. Employees do not enjoy unconditional guarantee of continued employment upon their return, unless otherwise specifically stated; any replacement hired during the leave will be considered temporary.

3.22 (D) Prior to approval of a personal leave of absence, the employee, canonically appointed leader and school administrator will sign a written agreement confirming the approval, and stipulating any conditions attached with the approval. Written approval must be received from the Office for Catholic Schools for the agreement to become effective.

VARIANT TIMES

3.23 ADJUSTMENTS TO CUSTOMARY WORK SCHEDULES

Compensatory time is time off given to employees in lieu of monetary compensation under certain circumstances.

3.23 (A) *Non-Exempt Employees*

1. For non-exempt employees all work schedules are solely under the determination of the supervisor. All work beyond usual and customary schedules must be approved by the supervisor.
2. Non-exempt employees who are scheduled and work more than their customary hours may request to reduce their work schedule another day that week to balance their hours for that week. This request must be approved by the supervisor prior to the extra hours being worked. All hours worked must be recorded in UltiPro.

3.23 (B) *Exempt Employees*

1. Exempt employees are managed by duties and responsibilities, not time. Exempt employees are expected to be present and engaged in accomplishing their duties and responsibilities as required for as long as required and at the direction of their supervisors. The potential and actuality of working longer than customary is an expectation of exempt work. However, at the supervisor's discretion and direction, exempt employees' shifts and or schedules may be altered, changed, or rearranged in order to offset exceptionally long or difficult assignments or tasks e.g. very long work days, work over a weekend, or work extending over numerous days in a row. This may typically be in the form of an allowed late arrival, early departure or a day or two off during the usual work week. This is never extended in an hour-for-hour or a day-for-day manner but only in order to afford some relief for extraordinary situations. If workloads become excessive and continuing, see "Excessive Hours/Work Loads" below.

3.23 (C) *Excessive Hours/Work Loads*

1. If an employee regularly works excessive hours (twenty-five percent more than the position's FTE) the position description may need to be reviewed or there may be a performance issue. (FTE is the full-time equivalent, or portion of full-time on which the salary is based.)

3.24 EMERGENCY DAYS

In the event of extreme weather conditions or other unforeseen emergencies, the canonically appointed leader or school administrator may close the school. Such closures will be considered paid absences for all employees scheduled to work the day of the closure who regularly work at least 20 hours per week, and employees will be compensated for that time as if they had worked. Employees should use their own judgment in determining whether travel to work poses a risk to their safety. If individual employees are unable to report to work during extreme weather conditions or other unforeseen emergencies, and the parish/school remains open, those employees must use available sick or personal leave time.

3.25 FLEXTIME

Any requests to work different hours or a flexible schedule must be approved in advance and in writing by the school administrator.

3.26 HOLIDAYS

3.26 (A) Full-time employees receive paid holidays each year, to be designated by the school. Employees who work less than full-time but at least 30 hours per week receive holiday pay for the part of the holiday that would have normally been worked.

3.26 (B) Holiday schedule dates will coincide with days on which holidays are publicly observed. A schedule of dates is issued annually by the canonically appointed leader or school administrator. School Administrators should include holidays when calculating the number of days a Support Staff Employee is budgeted to work (e.g. School secretary is scheduled to work 180 instructional days, 10 before the school year starts, and 10 days after the school year ends.)

Recommended holiday list:

1. Labor Day
2. Thanksgiving Day
3. Thanksgiving Friday
4. December 25 (Christmas)
5. December 26
6. January 1 (New Year)
7. Martin Luther King, Jr. Day
8. President's Day
9. Easter Monday
10. Memorial Day
11. July 4 (Independence Day) for employees working the calendar year

Breaks in the school year are NOT holidays.

3.26 (C) Employees in non-exempt positions who are required to work on a holiday will be paid straight time pay for hours worked. Such employees will take another day off with pay to compensate for the worked holiday. This day off should be taken within ten working days following the holiday. If the employee and supervisor agree that the employee will not take a day off in lieu of the holiday, the employee will be paid straight time for the hours worked on that holiday in addition to the holiday pay. If the actual hours worked exceeded 40 in a week for a non-exempt employee, the employee will receive regular pay up to 40 hours and time and a half for any hours worked in excess of 40.

3.26 (D) Teachers and school administrators shall abide by the number of days in their covenants and non-certificated staff by the number of days in the letter of work agreement, and not receive additional pay for holidays or holy days.

3.27 HOURS of WORK

Normal working hours are established by the canonically appointed leader and school administrator, and are subject to change depending on his or her assessment of the needs of the school community.

3.28 JURY DUTY

Serving on a jury is a fundamental responsibility of citizenship and the parish/school will not ask that an employee be excused from jury duty except for grave cause.

3.28 (A) Regular employees who are serving on a jury duty for two weeks or less will be paid normal wages, less any jury duty pay.

3.28 (B) Employees who receive a notice for jury duty service must contact their supervisor as soon as possible so that appropriate contingency staffing can be considered.

3.28 (C) In order to be entitled to jury duty leave pay, an employee must present a letter or the check stub from the court clerk to the employee's supervisor showing evidence of jury duty pay and time served, within one week of receipt.

3.28 (D) Employees serving on jury duty longer than two weeks are not entitled to additional paid jury duty leave. Employees are required to work their regular work schedule on days when court is not in session, and are expected to work the remaining part of their schedules if excused from court.

3.29 VACATION

3.29 (A) Each school of the Archdiocese shall determine its holiday and Holy Day schedule, guided by the calendar provided by the Office for Catholic Schools.

3.29 (B) Employees working in the school who are required to work year round are entitled to vacation leave. Accrual for vacation leave is determined by years of employment as an employee with any agency that is part of Catholic Archdiocese of Seattle. Accrual is computed in the following manner:

- Year-long employees working fewer than forty hours per week are eligible for the same rate of vacation accrual, prorated according to their work week. For example, if an employee regularly works three full days (3/5 of a week, or .6 FTE) per week, they would begin accruing vacation at a rate of six days per year (.6 x 10 days per year).
- Employees who work a calendar year schedule in the school earn vacation monthly, based on their date-of-eligibility. Vacation will accrue monthly based on the school year, earning one day per month September through June, for a total of 10 days per calendar year.
- Vacation may not be taken prior to six months of employment, unless approved in advance by the supervisor during the hiring process. If a new employee leaves employment prior to the end of six months, the employee is not eligible for vacation pay.
- If an employee terminates with a positive balance of vacation hours, and has worked longer than six months, they will be compensated for unused vacation hours/days at their rate of pay on the last day worked.

YEARS OF REGULAR, 40 HOURS PER WEEK, EMPLOYMENT	VACATION ACCRUAL
Beginning Of Employment Through Completion Of 2 Years	10 Days Per Year
Beginning At 3 Years	12 Days Per Year
Beginning At 4 Years	14 Days Per Year
Beginning At 5 Years	15 Days Per Year
Beginning At 6 Years	16 Days Per Year
Beginning At 7 Years	17 Days Per Year
Beginning At 8 Years	18 Days Per Year
Beginning At 9 Years	19 Days Per Year
Beginning At 10 Through Completion Of 15 Years	20 Days Per Year
Beginning At 16 Years	21 Days Per Year
Beginning At 17 Years	22 Days Per Year
Beginning At 18 Years	23 Days Per Year
Beginning At 19 Years	24 Days Per Year
Beginning At 20 Or More Years	25 Days Per Year

3.29 (D) The maximum amount of vacation carry-over allowed from one calendar year to the next is the equivalent of the current year's accrued vacation time. For example, employees earning three weeks per year are able to carry over a maximum of three weeks from one calendar year to the next.

3.29 (E) Employees begin accruing vacation at the higher rate on the first day of the pay period in which the anniversary date of their employment falls.

3.29 (F) If a school-observed holiday occurs during an employee's scheduled vacation, that day is not counted as a day of vacation.

3.29 (G) Employees who become ill during their scheduled vacation period may charge the time to sick leave rather than to vacation.

3.29 (H) Employees who are granted an unpaid leave of absence may elect to retain their accrued vacation rather than be paid, provided such election does not violate the carry-over provision of this policy.

3.29 (I) Vacation continues to accrue during paid sick and vacation leave. It does not accrue during long-term disability, workers' compensation, or unpaid leaves of absence.

3.29 (J) Employees who change from full-time to part-time will carry-over vacation hours accrued while in a full-time status. However, on the effective day of part-time status (20 hours or more), the accrual rate will begin to be pro-rated accordingly. If the part-time status is less than 20 hours per week, the employee will not accrue any vacation hours and the vacation hours that have been accrued but not used will be paid.

3.29 (K) Regular employees whose schedules are reduced during the year, and whose vacation balance exceeds the allowed carryover for their new hours at the end of the year, will be paid out the portion of the excess that was earned while the employee was working the higher FTE.

3.29 (L) Terminated employees who are re-hired by a parish/school, school or agency of CCAS within twenty-four consecutive calendar months of working in the same or another CCAS parish/school, school or agency will be able to use previous years of work as a regular employee in determining their rate of vacation accrual.

3.29 (M) Employees must request vacation time and dates sufficiently in advance of the actual vacation to ensure that school needs are met. School administrators are responsible for authorizing vacation requests.

3.29 (N) Non-Exempt Employees must use a minimum of one hour for any vacation used. Exempt employees must use vacation in ½ or full day increments.

3.29 (O) Vacation that has been accrued but not taken will be paid with the final paycheck, or as soon as administratively feasible, upon termination of employment with the school.

3.30 VOLUNTEER ACTIVITIES

Non-exempt employees may not provide volunteer services that are included in or are similar to the work duties for which they are paid. If an employee provides such services, the employee must be paid for them.

V. TRAINING

3.31 PROFESSIONAL OPPORTUNITIES

3.31 (A) The school may provide opportunities for training and development needs of those described below that assist employees in successful job performance to enhance their ability to support and further the mission of the Church.

3.31 (B) *Certificate, License, Degree or Credential Program:* Employees or their supervisors may request training toward the completion of a certificate, license, degree or credential program. The requests will be considered by the canonically appointed leader, taking into account such factors as the employee's current position, the potential benefits to the school for such training, length of employment, previous allocation of education funds to the employee, and availability of funds.

- Employees may request partial or full payment for fees, tuition, books and supplies;
- Employees may use flextime, vacation, or leave without pay as approved by the canonically appointed leader or school administrator;
- If the employer pays for the costs associated with the training, the supervisor may require proof of successful completion of the training.

The school administrator will prepare an agreement indicating the funding level, designation of time away from work, and other terms of the employer participation in the program. The agreement will indicate the employee's commitment to remain in his or her position for a period of time in light of the tuition support and will be signed by the school administrator, canonically appointed leader, and the employee. Employees who leave employment before the period is completed will repay a prorated portion upon termination.

3.31 (C) *Conferences and Conventions:* The cost for attendance at conferences and conventions necessary for employees to establish and maintain professional liaisons with others in their field may be paid by the school, subject to the approval of the school administrator and the canonically appointed leader. In order for the related costs to be paid by the school, the expense must be approved in advance in writing by the canonically appointed leader or school administrator. Employees in non-exempt positions ordinarily may not attend out of area conferences or conventions, except in extraordinary circumstances as approved by the supervisor.

3.31 (D) *In-service Training:* In-service training may be offered and/or required for employees to be informed about implementation of policies or procedures.

3.32 RETREATS/DAYS of REFLECTION

School employees are encouraged to participate in spiritual retreats and/or days of reflection. Employees who participate in archdiocesan or parish/school-sponsored employee gatherings and days of reflection held during normal working hours and approved by the supervisor receive regular wages.

3.33 REQUIRED TRAINING

<u>FORM</u> available at ocsww.org/My Desk/Personnel Forms/Miscellaneous Forms/
Safe Environment Training Administration

<u>APPENDIX</u> at ocsww.org/My Desk/Appendices/*Reporting Child Abuse*

3.33 (A) Employees are required to successfully complete training including, but not limited to:

- Safe Environment training, including required updates;
- Accident, safety and blood-borne pathogens training.

Other training may be required by the administrator, including but not limited to:

- Training due to computer software or hardware conversion, upgrade or addition;
- Training required to maintain employee's current level of expertise necessary to perform the job;
- Training required as the result of a transfer, promotion or change in position responsibilities;
- Training required to improve an employee's job performance;
- Certification through the Office of Catholic Faith Formation or other certification program as required;
- Health Insurance Portability and Accountability Act

3.33 (B) Costs for registration and materials for required training are paid by the school, and the employee receives compensation for the time worked.

VI. MAINTAINING SAFETY IN THE WORKPLACE

<u>FORMS</u> available at ocsww.org/My Desk/Personnel Forms/Miscellaneous Forms/
Email and Social Media Use Agreement
Incident Report

3.34 INTERNET and E-MAIL

3.34 (A) Employees and volunteers must use Internet and e-mail in a manner consistent with the school mission and policies, and uphold the legal, ethical, and religious standards to which school employees and volunteers are bound, the *Safe Environment Code of Professional Conduct for Church Personnel*, and the Communications Policies in *Many Gifts One Spirit*.

3.34 (B) Internet and e-mail activity are public in nature; confidential, private, and other information or materials exchanged may be subject to supervisory review or discovery in a legal process. All Internet and e-mail activity are the property of the school. The school administrators and/or the canonically appointed leader may monitor the use of Internet, e-mail, and web site accessions. Misuse or abuse of the Internet may result in cancellation of an employee's Internet access and may result in disciplinary action up to and including dismissal from the school. Personal use of the Internet is to be limited so that it does not interfere with the performance of job duties as determined by the supervisor.

3.34 (C) The ability to connect to websites that contain sexually-explicit, racist, violent, or other potentially-offensive material does not imply permission to access such materials. Connecting

to websites, listservs, newsgroups, blogs, social networking sites, online games or chat rooms that discuss or contain these topics, or engaging in any form of cybersex, is prohibited. School employees who discover they have inadvertently connected to these sites must disconnect immediately. Internal and external e-mail or other computing resources may not be used to send, receive, reproduce, display, or store any illegal or potentially-offensive material. Internet and e- mail messages intended to harass, annoy, or alarm another individual are not allowed.

3.34 (D) School-provided Internet and e-mail resources may not be used to conduct private business. Political campaigning activities related to candidate endorsements are prohibited. This prohibition does not apply to political issues communicated by authorized Catholic organizations such as the United States Conference of Catholic Bishops (USCCB) or the Washington State Catholic Conference (WSCC).

3.34 (E) System hacking, password guessing, file decryption, bootleg software copying, or similar unauthorized attempts to compromise security measures may be unlawful and are prohibited.

3.34 (F) E-mail may not be used to create and store significant and/or official documents such as reports, policies, and non-routine correspondence. If such a record is created, a paper copy must be generated, filed, and retained according to approved archdiocesan records retention schedules.

3.34 (G) Regardless of the circumstances, individual passwords must never be revealed to anyone else besides the authorized user. Access control to files, applications, databases, computers, networks, and other system resources through shared passwords or a group password is prohibited.

3.34 (H) A school administrator's permission is required in order to subscribe to listservs or newsgroups; use of this resource must also be work related.

3.34 (I) When a school employee posts to a listserv or sends or receives e-mail through the Internet, a disclaimer must be added to the signature block. The disclaimer includes the individual's name, office, and the following: "The opinion expressed is my own, and does not reflect policy, practice, or mission of the school." It is important to note that when an employee, using school computer equipment, takes part in a discussion on the Internet, that employee represents the school. Extreme care is to be taken to properly structure comments and questions by those authorized to post these resources.

3.34 (J) Downloading information from the Internet is similar to checking books out of a library; the information is borrowed, and copyright and intellectual property laws are to be strictly followed. Reproduction, forwarding, or in any way republishing or redistributing of documents, graphics, or other materials must be completed with the permission of the author/owner.

3.35 HARRASSMENT

3.35 (A) The school is committed to a workplace free of discrimination and harassment based on age, color, disability, genetic information, veteran or military status, national origin, race, sex, or sexual orientation. Any harassment of any person working in or attending a Catholic school is prohibited. Offensive or harassing behavior by or against any student, employee, parent, volunteer, vendor, or

parishioner is prohibited. Supervisory or managerial personnel are responsible for taking proper action to end such behavior in the school.

3.35 (B) Harassment is verbal or physical conduct toward an individual because of his/her age, color, disability, national origin, race, genetic information, veteran or military status, sex, sexual orientation, or that of his/her relatives, friends, or associates, that:

- Has the purpose or effect of creating a hostile, intimidating or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

3.35 (C) Any such offensive conduct will be considered a prohibited form of harassment when any of the following is true:

- There is a promise or implied promise of preferential treatment or negative consequence regarding employment decisions or status;
- Such conduct has the effect of creating an intimidating or hostile or offensive work environment, or unreasonably interferes with a person's work performance;
- A third party is offended by the sexual conduct or communication of others.

3.35 (D) Harassment is considered a form of employee misconduct. Disciplinary action, up to and including termination, will be taken against any employee found guilty of engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action.

3.35 (E) Harassment of a sexual nature, or based on age, color, disability, national origin, race, genetic information, sex, or sexual orientation is prohibited. This may include but is not limited to:

- Offensive physical actions, written or spoken, and graphic communication (for example, obscene hand or finger gestures, or sexually-explicit drawings);
- Any type of physical contact when the action is not welcome by the recipient (for example, brushing up against someone in an offensive manner);
- Expectations, requests, demands or pressure for sexual favors;
- Slurs, jokes, posters, cartoons, and gestures that are offensive.

3.35 (F) Any employee who believes he or she is being harassed, or observes harassing behavior or actions in the workplace, is required to report it. Reports are to be made to the employee's supervisor unless the complaint is against the supervisor, in which case the report may be made to the canonically appointed leader, or directly to the Office of Human Resources or Office for Catholic Schools. All supervisors are required to communicate any complaints of harassment to the canonically appointed leader and the Office of Human Resources. All complaints will remain confidential to the extent possible in addressing the issue.

3.35 (G) Employees will be protected from retaliation for reports made in good faith. Retaliation against any individual for reporting or for cooperating in a harassment investigation shall not be permitted.

3.36 MAINTAINING PROFESSIONAL STAFF/STUDENT INTERACTIONS

3.36 (A) All employees of the School are expected to maintain the highest professional, moral and ethical standards in their interaction with students and maintain an atmosphere conducive to learning. Professional boundaries are to be established and maintained, and students protected from inappropriate conduct by adults and other young people.

3.36 (B) Staff members shall not intrude on a student's physical and emotional boundaries through inappropriate touching or other interactions unless the intrusion is clearly necessary to serve an educational purpose or to protect the physical, mental, emotional health and safety of a student. An educational purpose is one that is consistent with the staff member's duties and the educational mission of the Archdiocese. Employees are expected to be sensitive to the appearance of impropriety in their own conduct and the conduct of other staff and students when interacting with students. Whenever staff members suspect or are unsure whether conduct is inappropriate or constitutes a violation of this policy they are expected to consult with their supervisor.

3.36 (C) Employees whose conduct violates this policy may face discipline and/or termination consistent with Archdiocesan policies. The employee will be placed on paid Administrative Leave while the investigation of any alleged abuse or misconduct is conducted.

3.37 REPORTING CHILD ABUSE

3.37 (A) All teaching and support staff are required by state law to report any suspected child abuse or neglect (RCW 26.44). Each school must have a reporting procedure. This may involve an administrator's assistance in making the referral. An employee's responsibility to report suspected abuse or neglect cannot be waived by administrative veto. Reporting anonymously does not meet the mandatory reporting obligations of an educator.

3.37 (B) The educator's role is not to investigate or verify the situation, but to report the suspected abuse, setting in motion the process of getting help for the child. Reports of child abuse or neglect to Child Protective Services (CPS) must be done within 48 hours of the time it is noted. Reports may be made prior to contacting the child's family. It is the responsibility of the person reporting to inquire if the CPS worker wishes to notify the family, or if CPS requests the school's assistance in the notification of the family.

3.37 (C) If the alleged abuse involves archdiocesan personnel—priests, deacons, teachers, employees or volunteers at schools or parish/schools— the Archdiocese of Seattle should be notified by calling the archdiocesan hotline at 1-800-446-7762 within 48 hours of learning of alleged abuse.

3.38 SEXUAL ABUSE and SEXUAL MISCONDUCT

All employees are required to follow current policies on sexual abuse and misconduct, participate in mandatory training, and report any suspected sexual abuse or misconduct immediately as provided by the applicable policy found in the "Code of Professional Conduct for Church Personnel".

3.39 VIOLENCE in the WORKPLACE

3.39 (A) Violence of any type committed by or against employees, or anyone volunteering or attending events at the school, is prohibited at all times. Employees, volunteers, parents or students are prohibited from making threats, threatening conduct, or any other acts of aggression or violence. The following list of behaviors, while not all-inclusive, provides examples of prohibited conduct:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior;
- Damaging school property or property owned by another employee;
- Possessing a weapon in the course of conducting business or while on school property; and
- Threatening comments regarding violent behavior, even if made in a joking manner.

3.39 (B) Any employee witnessing or hearing of any potentially dangerous situation is required to notify the canonically appointed leader or school administrator immediately, who is to respond to the immediate situation and subsequently contact the Office of Human Resources or Office for Catholic Schools for investigation. A police report may be made if the employee has been threatened. When a threat, threatening conduct, act of aggression, or violence is admitted or established after appropriate investigation, an employee will be subject to disciplinary action up to and including termination.

3.39 (C) Any employee taking out a restraining or protective order is required to notify his/her supervisor as well as the archdiocesan Office of Human Resources or Office for Catholic Schools as soon as possible.

VII. WORKING CONDITIONS

***FORMS* available at ocsww.org/My Desk/Personnel Forms/Staff Personnel Forms/**
Current Year Personnel Attendance Record
Personnel Absences

The school will provide working conditions that promote effective performance and collegiality, appropriate respite during the work day for refreshment and renewal, accountability, and mutual respect.

3.40 ATTENDANCE

3.40 (A) Employees are required to advise supervisors in advance for planned absences and the reason for the absence. The school administrator will communicate the procedures for notification to all staff.

3.40 (B) When an absence is unplanned (due to illness, an emergency, or some other cause) the employee must report the absence and the reason for the absence in the most timely and agreed upon manner.

3.40 (C) If the duration of the absence is unknown, the employee must communicate on a predetermined regular schedule with the supervisor. If seeking to extend leave beyond the planned return date, the employee must communicate the revised planned return date as soon as possible, but in no event after the initial planned return date. Notification from another employee or relative is not acceptable except under emergency conditions.

3.40 (D) Excessive absences, even if covered by paid leave, may be grounds for disciplinary action up to and including termination.

3.40 (E) An employee who is absent for three consecutive days without notifying the supervisor will be considered to have voluntarily abandoned his/her position, unless the employee was totally incapable of contacting the supervisor. It is the responsibility of the employee to keep the supervisor regularly informed of the planned return date.

3.41 BREAKS and REST PERIODS

3.41 (A) Employees are entitled to a rest period of not less than ten minutes for each four hours of working time. All non-exempt employees should receive a fifteen-minute paid break for each four hours of working time. Break periods may not be used to extend a lunch period, work overtime, or leave early.

3.41 (B) All teachers are entitled to a 30 minute duty-free lunch daily.

3.41 (C) Non-exempt employees who work more than five hours in a day are required to take an uninterrupted thirty-minute meal break two to five hours into their shift.

3.42 CONFIDENTIALITY

3.42 (A) Employees are prohibited from disclosing confidential or proprietary information that comes to their attention as a result of their employment with the school unless it is authorized in advance, is within the normal execution of their job responsibilities, or is otherwise provided by law. Confidential or proprietary information includes, but is not limited to, phone numbers, addresses, health conditions, sacramental status, academic or behavior information concerning students, or the identity of individuals who have confidential appointments with the canonically appointed leader or school administrators.

3.42 (B) Employees who come into contact with protected health information in the course of conducting their job duties are required to treat this information confidentially and in accordance with applicable regulations. This includes confidential or personal information about employees, parents, students, parish leadership, pastoral leadership, and others served by the school. Employees are bound by this requirement both during and after their employment with the school.

3.43 CONTAGIOUS DISEASE AND/OR LIFE THREATENING ILLNESS

3.43 (A) Employees with contagious diseases or life-threatening illnesses including, but not limited to, Hepatitis B, Hepatitis C, cancer, heart disease and HIV/AIDS, may continue to engage in normal work responsibilities as their condition allows. In particular situations, limitations on the employment of a person with a contagious disease and/or life-threatening illness are medically necessary. Each situation will be evaluated on a case-by-case basis.

3.43 (B) The Office for Catholic Schools and Office of Human Resources will work in collaboration with appropriate persons, e.g., the employee's physician, to determine whether the person can perform the essential functions of the job, with or without reasonable accommodation, in a manner that does not pose a direct threat to the health and safety of him/herself or others.

3.44 COPYRIGHT/ROYALTIES/INVENTIONS

***FORM* available at ocsww.org/My Desk/Miscellaneous Forms/ Copyright**

Unless otherwise specified in a written covenant agreement, the school owns the exclusive and sole rights to any and all proprietary information, royalties, and inventions. The school owns work prepared by employees within the scope of their employment. Employees may not participate in any manner or at any time in the distribution, transfer or exchange of copyrighted material without obtaining required permission.

3.45 DEPORTMENT

Because of the public nature of working in a school, employees are to conduct themselves in a professional and courteous manner at all times during the performance of position responsibilities. This also includes professional deportment during school activities even when the employee is not performing work-related duties.

3.46 DISPUTE RESOLUTION

3.46 (A) When disputes occur, school employees must treat all parties with dignity and respect and seek reconciliation and healing for those involved.

3.46 (B) In the spirit of the gospel (Mt 18:15-18), employees should attempt to resolve disputes with one another through dialogue. If a dispute is not resolved, employees may seek the assistance of their supervisors. If the supervisors require assistance in resolving the dispute, or if the dispute involves an employee and his or her supervisor, the parties may also seek the assistance of the Office of Human Resources or Office for Catholic Schools, which will offer suggestions, provide counsel, and coordinate conciliation/ mediation processes to help the parties resolve their employment concerns. In addition, the archdiocesan Due Process Program may be contacted for consultation and/or advice at any time by any party involved in the process.

3.46 (C) If a dispute involves the interpretation or implementation of a human resources policy/procedure, the employee may discuss the issue with a professional from the Office of Human Resources or Office for Catholic Schools. The Office of Human Resources or Office

for Catholic Schools will work with the employee, school administrator, and the canonically appointed leader in an attempt to resolve the issue.

3.46 (D) After completing the process outlined above, both Catholic and non-Catholic employees may seek recourse through canonical processes. Employees are required to complete all canonical recourses available prior to seeking remedies under civil law. The first step in canonical recourse is to request reconsideration of an employment-related decision in writing to the Archbishop. This request must be sent within fifteen business days of the precipitating event. The Director of Human Resources may be contacted to assist employees in identifying available canonical recourses in a particular situation.

3.47 DRUG AND ALCOHOL FREE WORKPLACE

3.47 (A) Archdiocesan schools provide and maintain a safe and healthy workplace for the benefit of employees. As a part of the commitment to a safe and healthy workplace, the following are prohibited:

- The manufacture, distribution, dispensing, possession of or use of illegal drugs and/or use of any drug that may pose a threat to the safety of employees or others.
- The use or possession of alcohol or marijuana on school premises during working hours with these exceptions:
  - Outside normal work hours the practice of serving alcohol, in moderate amounts, to individuals over the age of twenty-one, is acceptable at parish/school-sponsored adult celebrations (e.g. a Christmas party, retirement dinner) provided that prior approval has been received from the school administrator and the canonically appointed leader.
  - Reception of the Eucharist under both species.

3.47 (B) If an employee is discovered to be under the influence of drugs or alcohol on school premises while on school business, or during working hours, the following actions must be taken:

- Any illegal substance will be turned over to the appropriate law enforcement agency; and
- The employee will be subject to disciplinary action up to and including termination.

3.48 EQUIPMENT, FILES and SUPPLIES

3.48 (A) All equipment, files and supplies purchased by the school for employee use in performing work duties are school property and may be subject to search or investigation. These properties are to be used for legitimate business purposes only and not for the personal use of employees. All equipment, files, and supplies must be returned to the school when employment terminates.

3.48 (B) Employees may not accept personal gifts, services, travel or entertainment from anyone with whom the school does, or is seeking to do, business, if it may reasonably be perceived by

others to affect their judgment or actions in the performance of their duties. Personal gifts of cash must not be accepted from anyone with whom the school does or is seeking to do business. Within reason, gifts to the staff by parents and children may be accepted.

3.48 (C) Gifts from the Parent Organization to all staff members may be accepted. If such gifts are monetary in value, appropriate tax deductions must be made.

3.49 FAMILY MEMBERS in the WORKPLACE

Because of the school's responsibility to ensure the safety of everyone on its premises, good working conditions for its employees, and a professional ministerial and educational environment, family members are not allowed to stay with or be cared for by employees during working hours. The canonically appointed leader and school administrator may make limited exceptions to this policy, such as: a short visit during work hours or participation in a public "Take Your Child to Work Day," with the prior approval of the supervisor.

3.50 PETS IN THE WORKPLACE

Pets are not allowed to stay with or be cared for by employees on school property with the exception of licensed service animals trained to assist or accommodate an employee's sensory, mental or physical disability. Proof of medical necessity may be required by the supervisor.
Exceptions to this policy include pets that are on the premises infrequently and pre-scheduled and approved visits. If a child in the classroom has a medically diagnosed allergy to animals, no animals will be allowed.

3.51 RECORDS RETENTION

***FORM* available at ocsww.org/My Desk/Personnel Forms/Staff Personnel Forms/**
Personnel Files Content and Procedures

3.51 (A) Employees are required to consult and follow the records retention and disposition policy set forth by the archdiocesan records manager. This policy ensures necessary records are adequately maintained and records no longer needed or of no value are destroyed at the appropriate time and by appropriate means.

3.51 (B) Employees are required to abide by any request by the Archdiocesan legal counsel, Superintendent for Catholic Schools, Director of Human Resources, Director of Parish Financial Services, or the Office of the Chancellor.

3.52 SMOKING and TOBACCO USE

Employees are not permitted to smoke cigarettes, e-cigarettes, pipes, cigars, or use tobacco or marijuana in any form at any time in school buildings or within 25 feet of school building doors, ventilation intakes, or windows.

3.53

3.53 STEWARDSHIP OF HUMAN AND FINANCIAL RESOURCES

3.53 (A) Employees are required to exercise good stewardship in use of school resources, assuring that expenditures are reasonable, appropriate, and consistent with the mission of the Church.

3.53 (B) Use of school resources for personal business (whether for profit or non-profit) is prohibited unless, in the case of a non-profit extending the mission of the school, prior approval has been granted in writing by the canonically appointed leader or school administrator.

3.54 TRAVEL

3.54 (A) Employees who drive a non-school-owned vehicle in the course of conducting business as directed by the canonically appointed leader or school administrator or as outlined in the position description, may be reimbursed for each mile driven at a rate not to exceed the IRS guidelines.

3.54 (B) Employees whose job requires that they have the ability to travel throughout the Archdiocese in their personal vehicle will be required to have the minimum automobile insurance required by Washington State at the time, have a driver's license valid for operating a motor vehicle in Washington State, and be cleared to drive by a background check every three years.

3.54 (C) Employees will be compensated for time traveled in the course of work described as follows:

- Time spent traveling during regular work hours between two or more work locations is compensable time;
- For non-exempt employees, time spent on out of town travel during special one day assignments, except for time spent eating, and traveling from home to an airport or railway station, is compensable time;
- Travel time for non-exempt employees outside normal working hours when a passenger on an airplane, train, boat, bus or automobile is not compensable;
- Travel time where a non-exempt employee is performing work while traveling, even if outside of normal work hours, is compensable time.

3.55 TUTORING

Teachers are not permitted to tutor pupils who are enrolled in the class(es) that the teacher teaches in their regular assignment, for profit. Class time may not be used for any private lessons or practices.

3.56 REPORTING OF VIOLATIONS

Employees are required to report concerns about violations or suspected violations of archdiocesan policy or civil laws and regulations in writing and as soon as possible to a supervisor, pastoral leader, Director of Human Resources, Chief Financial Officer, or the Superintendent for Catholic Schools. These reports will be held in confidence when possible. Employees who make a report of this nature in good faith will be protected from any retaliatory actions.

VIII. PERFORMANCE REVIEW

<u>FORMS</u> available at ocsww.org/My Desk/Personnel Forms/

Evaluations/
E mployee Performance Evaluations

Awards/
Years of Service Award Form

3.57 PERFORMANCE AND EVALUATION

A performance evaluation should be completed within a reasonable period of time following the completion of the initial employment period. Once the initial employment period has been successfully completed, performance evaluations are completed annually.

3.57 (A) The first three months of employment, or the first three months following promotion, demotion or transfer is an initial employment period in which the school administrator and the employee mutually discern the employee's eligibility to continue employment as a regular employee of the school and the employee's suitability to the position.

3.57 (B) The initial employment period is completed and the employee becomes a regular employee when the school administrator designates the successful completion of the performance evaluation following six months of employment. The employment period generally begins with the beginning of the school year or, if hired after the school year begins, with the first day worked.

3.57 (C) The school administrator should conduct written performance evaluations for all non- teaching staff employed in the school within a reasonable period of time following the completion of three months of employment following hire, transfer, promotion, or demotion. An employee becomes a regular employee when designated as such by the supervisor in the performance evaluation following six months of employment.

3.58 EXTENSION

The initial employment period may be extended up to three months beyond the completion of the three-month evaluation at the discretion of the supervisor. If the initial employment period is extended, a second written performance evaluation will be conducted within a reasonable period of time following completion of the extension period. The second performance evaluation will indicate whether the employee has successfully completed the initial employment period. If the employee has not successfully completed the initial employment period, the employee's employment with the school is terminated.

3.59 PAID TIME OFF

Employees in the initial employment period are eligible to be paid for sick leave that has been earned and for paid holidays that fall during the initial employment period. All vacations for school employees follow the school vacation schedule, unless exceptions are defined at the time of hiring, or at the discretion of the administrator.

3.59 TEACHER'S PERFORMANCE EVALUATION

3.60 (A) All teachers employed in the Catholic schools shall be evaluated by the school administrator or designee formatively in their first year, summatively in their second and third years, and no less than every three years thereafter or as determined by the school administrator.

3.60 (B) Newly-assigned teachers shall be evaluated twice within the first year of their assignment: once within the first 60 school days of their assignment and again before May 15 and thereafter according to the schedule set forth in 3.60 (A).

3.60 (C) If a teacher's covenant is not to be renewed for failing to meet good teaching or leadership standards, the school administrator must conduct an evaluation and give the teacher feedback to support improvement of his or her performance. The improvement plan must begin no later than March 15th and if improvement is not shown to be satisfactory, the teacher will be notified before May 15th that a covenant will not be offered for the following school year.

3.60 (D) Included in the criteria of evaluation is an expectation that teachers will exercise professional conduct consistent with Catholic teachings and moral values, expressing Catholic teachings and moral values to students, parents, and all school personnel, in a positive and responsible manner.

3.60 (E) Teachers should be given a written copy of their evaluations and a copy should be placed in their official file at the school.

3.60 (F) Samples of evaluation instruments are available from the Office for Catholic Schools.

3.60 ADMINISTRATORS' PERFORMANCE EVALUATIONS

***FORMS* available at ocsww.org/My Desk/Personnel Forms/Evaluations/** *Elementary Principal Evaluation;*
Secondary Head of School Evaluation

Elementary Schools

3.61 (A) Administrators shall be evaluated by the canonically appointed leader or his/her designee, formatively within 60 days of their first year or in the first year of a newly- appointed canonical leader assignment, summatively in their second and third years, and every three years thereafter or as determined by the canonically appointed leader. The canonically appointed leader may invite a representative of the Office for Catholic Schools to participate in the evaluation. If an administrator's covenant is not to be renewed the canonically appointed leader must conduct an evaluation no later than February 1 and give the administrator feedback to support improvement of his or her performance. If improvement is not shown to be satisfactory, the administrator will be notified before March 15th that a covenant will not be offered for the following school year.

3.61 (B) Included in the criteria of evaluation is an expectation that administrators will exercise professional conduct consistent with Catholic teachings and moral values and will express those teachings and values to students and teachers in a positive and responsible manner.

3.61 (C) The performance evaluation shall be filed in the office of the Assistant Superintendent for Personnel in the Office for Catholic Schools.

3.61 (D) The Superintendent may participate in the administrator's evaluation by submitting information concerning the administrator's adherence to policies and procedures and his or her collegial participation in programs of the Office for Catholic Schools.

3.61 (E) Procedures for evaluation are available from the Assistant Superintendent for Personnel in the Office for Catholic Schools.

Category I (a) and I (b) High Schools

3.61 (F) Presidents of Category I (a) and I (b) high schools are evaluated by the Superintendent formatively in their first year or in the first year of the assignment of a new Superintendent, summatively in their second and third years, and then every three years thereafter or as determined by the Superintendent.

3.61 (G) Principals of Category I (a) and (b) high schools are evaluated by the President formatively in their first year or in the first year of the assignment of a new President, summatively in their second and third years, and then every three years thereafter or as determined by the President.

3.61 (H) The Principal and President, using the criteria of the evaluation form which reflects the job descriptions submits a self-evaluation of his or her successes and challenges and outlines his or her proposed performance goals for the for the following year, which are based on the school's strategic plan.

3.61 (I) Based on the self-evaluation of the Principal and President and in consultation with other Advisory Board members and randomly-chosen school staff, the chair of the school's Advisory Board (advisory or 501(c)3) evaluates the Principal and President, with commendations and recommendations, and confirms or modifies the performance goals for the following year.

3.61 (J) The Principal and President meet with the chair of the board to discuss the evaluation and to request any changes if there is disagreement. If there is agreement that changes need to be made, the evaluation is re-written; if not, the disagreement is noted. At this meeting, salary adjustments are also discussed.

3.61 (K) The President and the chair of the school's board meet with the superintendent, who discusses, approves, and signs the evaluation on behalf of the Archbishop; in the case of Category I (a) schools, the Superintendent approves recommendations for salary increases.

Category II High Schools

3.61 (L) The school administrators of Category II high schools are evaluated by their Board, according to the by-laws of the Board. A copy of the evaluation is filed in the office of the Superintendent, who may present concerns to the school's Board of Trustees.

3.61 (M) Continued employment is contingent upon successful completion of regular background checks, as required by the school's current Safe Environment policies, and conformity to applicable employment-related policies.

3.62 CORRECTIVE ACTION

***FORM* available at ocsww.org/My Desk/Personnel Forms/Staff Personnel Forms/** *Employee Improvement Performance Plan*

To assist employees who are experiencing a serious problem with job performance, the Office for Catholic Schools shall provide a fair process for addressing and remedying the issue(s). The purpose of this process is to give the employee and employer time and guidance to assist them in correcting work related performance. Information concerning this process is available from the Assistant Superintendent for Personnel.

3.62 (A) Corrective action can be initiated to notify employees of serious concerns regarding the performance of job duties and/or violation of policies and to provide employees with time and guidance to correct the deficiencies. The goal of Corrective Action is to assist an employee in improving his/her performance.

3.62 (B) The canonically appointed leader, school administrator and other appointed pastoral leaders are encouraged to contact the Office of Human Resources or Office for Catholic Schools for assistance prior to initiating a corrective action process.

3.62 (C) Principles guiding corrective action are as follows:

- To ensure that employees are competent in performing their job duties.
- To ensure fair, consistent treatment of employees having performance concerns;
- To ensure that employees have accurate, specific and explicit information about the concern identified through a performance evaluation process;
- To work with employees having performance problems in a way that affirms the employer's commitment to help the employee succeed;
- To provide a sound, factual basis, recorded in writing, on which to terminate employees whose job performance has not sufficiently improved during the probation period;
- To ensure that an individual's right to confidentiality is honored;
- To provide an environment that promotes a spirit of reconciliation;
- To ensure the mission and ministry of the school are carried out.

3.62 (D) Because every employment situation is different, the following procedures may be included in a corrective action process, at the discretion of the school administrator and the canonically appointed leader, in consultation with the Office of Human Resources or Office for Catholic Schools. The goal of corrective action is to assist an employee in meeting performance expectations. Items that may be addressed in a corrective action process include but are not limited to:

- Measurable performance objectives;
- Timeline for completion;
- Schedule of supervisory meetings;
- Training requirements.

3.62 (E) The following steps may be used by supervisors to assist an employee in improving performance:

- A discussion of the employee's performance may be initiated by the school administrator to identify measurable and objective performance deficiencies as assessed by the supervisor. Supervisors shall give regular constructive and critical feedback so that performance expectations are clearly conveyed to employees.
- A written statement may be prepared by the school administrator in order to communicate the performance deficiencies and to provide the employee with an opportunity to identify reasonable means to improve performance. The statement should be signed and dated by the school administrator and by the employee to acknowledge receipt of the statement. The signed and dated original of the statement is to be retained in the employee's personnel file. The employee may submit a written rebuttal.

- A paid leave day for decision-making may be initiated by a school administrator, with the previous permission of the canonically appointed leader. It demonstrates the seriousness of the concern and provides the employee with an opportunity to discern his or her commitment to work to resolve the concerns. In most cases, a Decision-Making Leave Day will be preceded by performance discussions with notification of failure to meet expectations. The supervisor will outline the issue(s) and ask that the employee leave the premises and take a day to think and pray about his or her desire to continue employment with the school.

- Upon the conclusion of the corrective action period, the school administrator and the employee meet to discuss the status of the corrective action. The school administrator may determine that the corrective action requirements have been successfully completed, that the corrective action period will be extended (one extension maximum per corrective action) or that the individual's employment will be terminated. A signed record of the meeting is retained in the employee's personnel file. Prior to termination of employment, the canonically appointed leader contacts the Office of Human Resources or Office for Catholic Schools and follows the Office's advice regarding the proposed termination.

IX. TERMINATIONS

Each person has a duty and a right to work, and through this work achieves fulfillment as a human being (*The Church in the Modern World*, 67). Supervisors and employees share the responsibility to ensure that persons working at the school are in positions that are suited and fulfilling to them, and that the positions are organized and adapted according to principles of good stewardship and fiscal responsibility, to further the mission of the school. At times, this may result in voluntary or involuntary separation of employment from the school. It is the policy of the school that all employees be treated with dignity and respect in the process of employment separation, and that separation of employment does not occur for reasons of age, color, gender, national origin, genetic information, veteran or military status, race, or disability that does not prevent an employee from performing the essential functions of her or his job with or without reasonable accommodations.

3.63 INITIAL EMPLOYMENT PERIOD

Employees in the initial employment period may be terminated at any time for any non-discriminatory reason. No employee in the initial employment period is guaranteed six months of employment.

3.64 VOLUNTARY TERMINATIONS

***APPENDIX* at ocsww.org/My Desk/Appendices/**
Leadership Transition Agenda

Resignation initiated by an employee is voluntary termination. This may include retiring, accepting a new position in another parish, school, archdiocesan agency or other employer, moving out of the area, and failure to report to work or contact the supervisor for three consecutive scheduled shifts.

3.64 (A) A school administrator or teacher who intends to resign, before the school year has been completed, should give written notice 20 school days prior to resignation. A resignation that will

take effect during the school year must be rendered only in extreme circumstances.

3.64 (B) Unless other arrangements have been made with the canonically appointed leader, a school administrator may submit a letter of intent not to return for the next year at any time up to March 15.

3.64 (C) Unless other arrangements have been made with the school administrator, a teacher may offer a letter of intent not to return for the next year at any time up to the time they are offered a covenant.

3.64 (D) A non-certificated staff member who intends to resign should give written notice at least 14 school days prior to resignation.

3.64 (E) Regular employees who voluntarily terminate their employment are entitled to wages for time worked, and if applicable, paid for vacation that has been earned but not taken.

3.65 INVOLUNTARY TERMINATION/DISCHARGE FOR JUST CAUSE

<u>FORMS</u> available at ocsww.org/My Desk/Personnel Forms/Staff Personnel Forms/
Employee Resignation Form
Parish-School Employee Termination Checklist Employee
Termination Report

3.65 (A) Other than during the initial employment period, the canonically appointed leader or school administrator, after consulting with and following the advice of the Office for Catholic Schools or Office of Human Resources, initiates discharge for cause as a direct result of the employee's job performance, actions, or behavior(s). Employees who are involuntarily terminated for just cause are entitled to wages for time worked. The canonically appointed leader or school administrator, in consultation with the Office for Catholic Schools and Office of Human Resources, is responsible for determining what constitutes just cause for termination of an employee.

In some cases, the school administrator may choose to follow the Corrective Action procedures identified in policy 3.62. In other cases, the school administrator may choose immediate dismissal as a suitable response to an employee's job performance, actions, or behaviors.
Following is a non-exhaustive list of examples of behavior that may result in discharge for just cause:

- Misrepresentation on employment application or other employment related documents;
- Substance abuse affecting work performance;
- Committing sexual, physical or verbal harassment;
- Poor attendance;
- Refusal or inability to perform essential job requirements;
- Conviction of a felony or misdemeanor related to or affecting the ability to perform required job responsibilities, including crimes against persons;
- Public acts that violate Church teaching;
- Failure to support the mission of the Church and pastor, priest administrator,

other appointed pastoral leader or school administrator;

- Failure to comply with Safe Environment Policies including violation of the Code of Professional Conduct;
- Theft, embezzlement or fraud or failure to report theft, concealment of theft or the willful destruction of property owned by the school, parish or Archdiocese;
- Committing violent acts in the workplace or outside the workplace, even if the acts of violence do not result in criminal conviction;
- Physical, and/or severe emotional or verbal abuse against any person during their performance of school work;
- Accessing pornographic or inappropriate websites during work hours and/or while using school-owned equipment;
- Violation of ethical standards for professional conduct and responsibilities;
- Insubordination;
- Negligence;
- Conduct not consistent with Catholic teachings and moral values. Attitudes and/or behaviors that demean Catholic beliefs or practices;
- Conduct not consistent with Catholic principles in the performance of work duties or is not consistent with living a lifestyle compatible with Catholic teaching;
- Sexual misconduct;
- Possession of a weapon in the course of conducting business or while on archdiocesan property;
- Violation of policies.

3.65 (B) In cases of serious breach of contract or violation of civil, criminal, or canon law, termination may occur immediately.

3.65 (C) When terminating an employee, Catholic Schools shall comply with the terms of the annual written covenant for teachers and principals and the policies contained in this Manual.

3.65 (D) If a teacher or school administrator is to be terminated within the covenant year for performance deficiencies, specific reasons must be communicated to the person, a time frame established for improvement, and appropriate assistance offered. If improvement is not satisfactory, within the established time frame, suspension or termination may follow.

3.65 (E) Notification not to renew a school administrator's covenant must be received by the school administrator by March 15th of the covenant year and be preceded by an evaluation that was conducted by February 1st.

3.65 (F) Notification not to renew a teacher's contract must be received by the teacher by May 15th of the covenant year and be preceded by an evaluation that was conducted by March 15th.

3.66 LAYOFF/REDUCTION IN HOURS

3.66 (A) Employees must be notified in writing 20 working days in advance of being laid off or having hours reduced. A layoff is a reduction or reorganization in the workforce that results in an employee losing his or her job.

3.66 (B) If a reduction in hours results in a change for benefits eligibility, the change will be reflected at the first of the month following the reduction in hours. If the change results in the employee working less than forty hours but more than 20 hours per week, and the employee's position entitles them to a vacation leave balance that exceeds the maximum allowed carryover at the end of the year in which the change occurs, the excess will be cashed out.

3.66 (C) The canonically appointed leader or school administrator, after consulting with and following the advice of the Office for Catholic Schools and Office of Human Resources, authorizes a layoff or a reduction in hours for employees not covered for a school year's employment by a covenant.

3.66 (D) The need for a reduction in force due to decreased enrollment or other budgetary considerations is an administrative judgment of the school administrator in consultation with the canonically appointed leader, and school commission. The following factors will be taken into account:

a. The mission of the school;

b. The needs of the curriculum;

c. The need for co-curricular activities; and

d. Enrollment/cost of the program(s).

3.66 (E) When determining what employees or positions shall be retained during a reduction in force, the school administrator shall give greater weight to the school's mission and curriculum needs than to seniority either at the school or the Archdiocese.

3.66 (F) Employees who have been notified that their position will be laid off may be given time off during their remaining work days for job search, at the discretion of the school administrator. The school administrator, in consultation with the Office for Catholic Schools or Office of Human Resources, may opt to pay the employee for all or a portion of the period of advance notice (minimum 20 days notice) in lieu of the employee's continuing to work.

3.66 (G) Teachers and Principals are not compensated with unemployment insurance or transition assistance beyond the terms of their covenant unless, there are special circumstances as determined by the canonically appointed leader.

3.67 TRANSITION ASSISTANCE LEAVE

All school employees are eligible for health, welfare and retirement benefits at termination of

employment as provided in the employee benefits plan in effect at the time of termination.

No school employee is covered by unemployment insurance. However, the school provides the following assistance to non-certificated employees in transition from working at the school.

3.67 (A) Non-certificated employees who voluntarily terminate their employment are entitled to wages for all time worked and, if applicable, pay for vacation time that has been earned but not used.

3.67 (B) Non-certificated employees who are laid off are entitled to wages for all time worked and to be paid for 20 working days after the notice of layoff has been given and if applicable, pay for vacation time that has been earned but not used.

3.67 (C) Non-certificated employees who have been laid off are eligible for transition assistance according to the following schedule. Employees who are involuntarily terminated for reasons other than lay off may be eligible for transition assistance up to a maximum of the following schedule as determined by the canonically appointed leader, in consultation with the Office for Catholic Schools or Office of Human Resources.

3.67 (D) If a certificated employee with a signed covenant terminates before the last working day of a school year, the employee would be paid salary earned based upon their daily rate of pay.

YEARS WORKED AT CURRENT PARISH/SCHOOL	TRANSITION ASSISTANCE EQUIVALENT TO SALARY FOR # OF WORK WEEKS
AT LEAST ONE TO FIVE YEARS	6 WEEKS
FIVE TO TEN YEARS	10 WEEKS
MORE THAN TEN YEARS	12 WEEKS

3.68 DEATH OF EMPLOYEE

3.68 (A) Upon the death of an employee, the salary earned should be paid through the month when death occurs. The final paycheck should be forwarded to the appropriate person, guardian, or other legal entity.

3.68 (B) The person responsible for administering insurance benefits for the school should contact the archdiocesan Employee Benefits Administrator regarding life insurance benefits.

ADDENDUM: DEFINITION OF TERMS

PRINCIPLES UNDERLYING EMPLOYMENT IN THE CHURCH

Dignity of the Human Person

Each person is unique in his or her physical and mental capacities, gifts and abilities. At the same time, all persons are created in the image of God and are therefore equal (*GS*, 29). Human dignity finds its source in our loving Creator, who blesses each of us with different talents and pursuits. These differences attract us to and make us suitable for various types of work, whether working expressly for the Church or in the secular arena. Through our work endeavors, we participate in the continuing work of God's creation. Responding to the needs of the community and the invitation to employment in a particular capacity, each position in the school collaborates with the principal and the canonically appointed leader.

Ministerial Covenant: A Sacred Agreement

With the deacons and men and women religious who labor on behalf of the church, the laity have an active part to play in the church's life and work, sharing in Christ's priestly, prophetic and kingly office. Laypeople with a truly apostolic mind, after the manner of those men and women who assisted Paul in the preaching of the gospel, supply what is needed by the brethren and refresh the spirits of pastors and of the rest of the faithful. Nourished by active participation in the liturgical life of their community, they are concerned to take part in its apostolic works. They bring to the church those who may have wandered far; they cooperate energetically in passing on the word of God, especially by catechetical instruction; they are concerned with the care of souls, especially those of the children and young people in the school, and, by offering their particular skills, they make more effective the administration of the church's goods (*Apostolicam Actuositatem* 10). All those who work in archdiocesan parish and schools are called to further the mission of the Church by using their particular gifts and talents in service of the larger community, guided by Gospel values and the provisions of the *Parish and Catholic School Policies*. This is the spirit that characterizes the covenantal relationship between the employer and the employee in archdiocesan parishes and schools.

Communion for the Common Good

"All members of society have the same right and duty to promote the common good, as do other citizens. Christians ought to fulfill their temporal obligations with fidelity and competence. They should act as a leaven in the world, in their family, professional, social, cultural and political life" (1971, Synod of Bishops, *Justicia in Mundo*, 38).

Stewardship

As a fundamental aspect of the human vocation, work is necessary for human happiness and fulfillment and is intrinsic to responsible stewardship of the world. As participants in extending the ministry of the school, each employee shares in the obligation to ensure the responsible stewardship of school resources (*Stewardship: A Disciple's Response*). Attentive to the intention of the donor and the spirit of Christian charity, each school employee must seek to make efficient use of school funds and other resources. This includes financial resources, school property, and the effective use of time for which employees are paid to work. The school exercises good stewardship through management of resources to further the mission of the school, including their pledge to provide just wages and benefits to those who dedicate their work efforts in their service.

Appointed Pastoral Leaders are deacon, religious or lay employees who accept the Archbishop's invitation to fill an appointed position. They are exempt from the HR policies at the discretion of the Archbishop.

Appointed Positions report directly to the Archbishop and are responsible for the day-to-day oversight of a parish/school or faith community. Appointed positions are designated at the Archbishop's discretion in response to the pastoral needs of a parish/school or faith community. Employees in these positions serve at the will of the Archbishop and their resignation may be asked for and received at any time for a just cause as determined by the Archbishop. The Archbishop is the sole determiner of a position's appointed status.

Exempt Positions are administrative, professional or executive positions that are exempt from overtime pay. The Office of Human Resources determines whether a position is exempt based on the responsibilities in the position description. Employees in exempt positions are not eligible for overtime pay. Employees in exempt positions are not eligible for overtime pay. Employee's salary must meet the requirements of the Fair Labor Standards Act regulations. If an exempt position requires an inordinate amount of time to complete the responsibilities on a regular basis, the employee should bring this to the supervisor's attention so that the position description and expectations may be evaluated. Examples of positions that are generally exempt include: Teaching Faculty, President, Principal, and School Director.

Multi-Location Employees are those individuals who are employed on an ongoing basis by more than one archdiocesan location participating in the lay employee health,

welfare and retirement plans of the Corporation of the Catholic Archbishop of Seattle.The multi-location employee will be eligible for paid time off where the total regular work week meets or exceeds 20 hours per week and health, welfare, and retirement benefits where the regular work week meets or exceeds 30 hours per week. Responsibility for payment of premiums and contributions is to be shared among the employers on a pro-rated basis and calculated in proportion to the time worked for each employer.

Non-Exempt Positions are not exempt from overtime pay and minimum wage. Full-time employees in non-exempt positions regularly work forty hours unless otherwise noted in the position description. Non-exempt employees should be paid on an hourly basis and must record all actual time worked on their electronic timesheet in UltiPro.
Employees in non-exempt positions are paid one and a half times the regular rate for time worked over forty hours in a work week. Examples of positions that are generally non-exempt are: bookkeepers, custodians, and administrative assistants.

Regular Employees are those employees who have completed the initial employment period in a regular position.

Regular Positions are scheduled for 30 hours per week or more, with the position expected to continue indefinitely. Qualifications for regular positions are determined by the principal, pastor, priest administrator, or appointed pastoral leader, in consultation with the Office of Human Resources and as provided by universal and particular canon law. Regular positions may be eliminated due to restructuring at any time.

Temporary Employees are those employees who fill temporary positions.

Temporary Positions are for a designated period of time up to twelve months. Temporary positions between six and twelve months are entitled to benefits if over 30 hours per week. Temporary positions projected to last up to six months are not eligible for benefits.

Work week is defined as the hours worked between 12:01 a.m. Sunday and midnight Saturday in a consecutive seven-day period.