

# **MONTANA CATHOLIC SCHOOLS-GFB**



## **Policy Manual**

### **SECTION 3000: FACULTY**

*2021-2022*

## Table of Contents

<b>3000 Faculty Handbook</b>	<b>7</b>
3002 Publication, Purpose and Limitations	8
3004 Nature of Employment	8
3006 Administration of Policies	8
<b>3100 Employment</b>	<b>8</b>
3102 Selection of Faculty	8
3104 Requirements for Employment	9
3104.1 Catholic Moral Standards	9
3104.2 Federal, State, and Diocesan Prerequisites	9
3104.3 Health Requirement	9
3104.4 Teaching License Requirement	9
3106 Hiring Procedures	10
3106.1 Selection Process	10
3106.2 References and Verification	10
3106.4 Offer of Employment	10
3108 Employment of Immediate Family - Nepotism	10
3110 Immigration Reform and Control Act	10
3112 Employment Orientation	10
3114 Teacher Licensure	10
3116 Faculty Contracts	10
3118 Faculty / Teaching Employment Definitions	11
3118.1 Full Time	11
3118.2 Part Time	11
3118.3 Temporary (Substitute)	11
3120 Catholic Preference	11
3122 Equal Opportunity – Non Discrimination	11
<b>3200 Personnel Records</b>	<b>11</b>
3202 Maintenance of Records	11
3204 Personnel Files Access	12

3206 Security and Confidentiality of Employee Information	12
3208 References/Verification of Employment	12
3210 Change of Employee Information	12
<b>3300 Terms of Employment</b>	<b>12</b>
3302 Basic Work Day	12
3304.1 Full Time Teachers	13
3304.2 Part Time Teachers	13
3304.3 Basic Work Day Exceptions	13
3306 Participation in School Functions	13
3307 Participation in School Liturgies	13
3308 Employee Assignments	13
3310 Attendance	13
3312 Personal Appearance and Professional Dress	14
3312.1 Professional Dress Expectations	14
3312.2 Professional Dress Exceptions	14
3314 Personal Gain/Conflict of Interest	14
3314.1 Duty to Disclose	14
3314.2 Gifts	14
3316 Charitable Solicitation	14
3317 Political Advocacy	15
3318 Use of School Equipment	15
3320 Safety and Health	15
3322 Safe Environment Training	15
3322.2 Reporting of Suspected Child Abuse or Neglect	15
3322.3 Cooperation	16
3324 Work Related Injury or Illness	16
3328 Outside Employment & Activities	17
3330 Discrimination, Harassment, & Intimidation	17
3330.1 Reporting and Investigation Process	17
3332 Confidentiality	18

3334 Tobacco, Alcohol, and Drug Free Environment	18
3336 Communications with the Media	18
3338 Emergency Procedures / Required Roll Call	18
3340 Computer Technology Use and Access	18
3340.1 Hardware, Network, E-Mail, and Internet Use	18
3340.2 Software Use	19
3340.3 Technology Use Agreement	19
3342 Technology Related Communication	19
3342.1 Emailing Students	19
3342.2 Social Networking with Students	19
3342.3 Texting with Students	19
3342.4 Video Calls with Students	19
3342.5 Video Gaming with Students	20
3342.6 Social Media Behavior	20
3344 Copyright Guidelines	20
3346 Instructional Lessons Plans / Syllabus / Full Disclosure	20
3346.1 Lesson Plans / Syllabus	20
3346.2 Full Disclosure	20
3348 School Calendar	20
3350 Classroom Procedures	20
3354 Professional Development	21
3354.1 Professional Development Provided by the Diocese	21
3354.2 Professional Development Provided at the Local Level	21
3354.3 Individual Responsibility for Professional Development	21
3356 Tutoring	21
3358 Purchase Orders and Purchasing Process	21
3358.1 Responsibility and Authorization	21
3358.2 Purchases	22
3358.3 Process	22
<b>3400 Compensation</b>	<b>22</b>

3402 Faculty Salaries	22
3404 Financial Compensation	22
3412 Advance Payment of Salary	22
3414 Compulsory Deductions	22
3416 Voluntary Deductions	23
3418 Garnishments	23
3420 Reimbursement for Work Related Expenses	23
<b>3500 Faculty Employment Benefits</b>	<b>23</b>
3501 Leave and Return to Work	23
3502 Holiday Leave	23
3504 Personal Leave	23
3504.1 Process	23
3506 Sick Leave	24
3506.1 Process	24
3506.2 Sick Leave Verification	24
3508 Child Care	24
3508.1 Cafeteria Plan / Flexible Spending Account	24
3508.2 Flextime Scheduling	24
3510 Workers' Compensation Insurance	24
3512 Time Off to Vote	25
3514 Bereavement Leave	25
3516 Employee Assistance Program (EAP)	25
3518 Jury Duty	25
3518.1 Salary Compensation	25
3520 Benefits Continuation - FMLA	25
3522 Parental Leave	26
3524 Health Insurance	26
3524.1 Health Insurance Premium Reimbursement	26
3524.2 Medicare Health Service	26
3526 Life Insurance	26

3528 Long-Term Disability	26
3530 Savings Plan - 403(b) (7)	27
3534 Family / School Leave	28
3536 Tuition Assistance	28
3540 Retirement Incentive - Health Insurance Continuation	28
3542 Military Leave	28
3544 Long Term Leave of Absence – Continuing Education / Professional Development	28
3546 Leave Without Pay (LWOP)	29
<b>3600 Performance Appraisal / Evaluation</b>	<b>29</b>
3602 Basic Beliefs	29
3604 Accountability	30
3606 Definitions	30
3606.1 Beginning Teacher (Level I)	30
3606.2 Experienced Teacher (Level II)	30
3606.3 Informal Report/Walk-through	30
3606.4 Peer Report	30
3606.5 Parent Perception Report	30
3606.6 Formal Report	30
3606.7 Summary Report	30
3608 Process	30
3610 Plan of Improvement	31
<b>3700 Disciplinary Action and Due Process</b>	<b>31</b>
3702 Disciplinary Action	31
3704 Causes for Disciplinary Action	31
3706 Criminal / Immoral Activity	32
3708 Problem Resolution for School Personnel (Due Process)	32
3708.1 Purpose	32
3708.2 Basic Principles	32
3708.3 Application	32
<b>3800 Termination, Planned Layoff, &amp; Contract Non-Renewal</b>	<b>33</b>

3802 Termination	33
3802.1 Voluntary Resignation: Failure to Complete a Contract	33
3802.2 Voluntary Resignation at the End of a Contract	34
3802.3 Dismissal: Terminating the Teaching Contract	34
3804 Lay-Off (Reduction in Force / Reorganization)	34
3805 Furlough	35
3806 Contract Non-Renewal	35
3808 Termination, Lay-Off, and Non-Renewal Authority	35
3810 Appeal of Termination or Lay-Off	35
3812 Reinstatement of Employment	35
3814 Disposition of Benefits upon Termination	35
3814.1 For Employees Subject to Voluntary Resignation or Dismissal	36
3814.2 For Employees Subject to Lay Off / Reduction in Force and Contract Non-Renewal	36
3816 Final Paycheck & School Property	35

## 3000 Faculty Handbook

### 3002 Publication, Purpose and Limitations

- This handbook is for general guidance and is not intended to be a contract. It is designed to acquaint Catholic school employees with the diocese and provide them with information about policies affecting their employment. The handbook also describes many of the employee's responsibilities as well as outlines the programs developed by the diocese to benefit employees.
- This handbook will be published and posted on the Montana Catholic School website. School Employees will be provided the URL to access this handbook at their convenience. Upon receiving the URL, Employees will sign a "Receipt of Employee Handbook Acknowledgement Form," which is to be filed in the employee's personnel folder. This handbook replaces and supersedes all previous handbooks.
- No employee handbook can anticipate every circumstance or question about policy. Therefore, the diocese reserves the right to edit, amend, revise, supplement, or rescind any policies or portion of the handbook, as it deems appropriate, in its sole and absolute discretion. The contents herein can only be altered by a written statement issued by the diocese. When any changes are made to this handbook, the diocese will inform the school administration who are to inform school employees.
- Since each Catholic school employee works for the Diocese and the Bishop is the head of the Diocese, all employees work for the Bishop. Even though contracts and work agreements might be signed by a local school administrator, each employee and volunteer ultimately enters into a working relationship with the Bishop and represents him and the Diocese.
- All employees are expected to respect all the moral and religious teachings and beliefs of the Roman Catholic Church and not to engage in any personal conduct or lifestyle that would be at variance with or contrary to the policies of the diocese, its parishes and schools, or the moral and religious teachings of the Roman Catholic Church. All employees shall conduct themselves in accord with their biological sex at all times.

### 3004 Nature of Employment

The school and the teacher are contractually obligated to fulfill the terms and conditions of the teacher's employment contract. In the event of economic necessity or in the event of an epidemic, pandemic, contagion, government ordered actions, including quarantines or other similar type events or requirements that impact school operations and after consultation with the Montana Catholic Schools, this agreement may be modified or terminated and if not so terminated and the School and its ongoing operation are considered safe, the teacher will remain obligated to perform his/her duties and responsibilities under this agreement.

### 3006 Administration of Policies

The school administration is responsible for implementing the personnel policies herein, establishing necessary procedures, and ensuring compliance with all policies and procedures.

## 3100 Employment

### 3102 Selection of Faculty

- When selecting people for teaching positions in the Catholic school, the administration will make every reasonable effort to hire and retain the best and most qualified teachers for its faculty positions.



- The school administration has the responsibility to be the sole judge of merit, competence, and qualifications of applicants.

## **3104 Requirements for Employment**

### **3104.1 Catholic Moral Standards**

- The Teacher as a faith-filled person willingly responds to the gospel challenge of Jesus Christ, that is, to spread the gospel message, to build community, and to be of service to others. Teachers prepare their students' minds, hearts and hands to live wisely.
- Catholic school employees will live a lifestyle compatible with Catholic moral values. They must exercise conduct consistent with Catholic teachings and not engage in any practice, whether in their personal life or their employed capacity that may be in conflict with the Catholic Church teachings on faith and morals.
- Catholic school teachers are encouraged to participate in faith formation activities centered around Catholic theology, history, and practice.
- Catholic school teachers who teach religion will be active and practicing Catholics in their local community.
- Catholic school teachers serve as ministers in their school.
- [Link to teacher contract](#)

### **3104.2 Federal, State, and Diocesan Prerequisites**

The following are requirements for employment:

- The applicant will have a valid Social Security Number.
- The applicant will complete a W-4 form.
- The applicant will have completed a [Diocesan employment application](#).
- The applicant will submit a clear Criminal History Summary.
- The applicant will have appropriate documentation to establish his/her right to work in the United States as required by state and federal law.
- The applicant will be and shall remain insurable under the Diocesan general insurance policy. Notice of uninsurability from the Diocesan insurance carrier will immediately cause the employee to be considered ineligible for employment.

### **3104.3 Health Requirement**

All employees are expected to be in good health in order to fulfill and perform the essential functions of the employment position. Reasonable accommodations will be made for employees with a qualified medical disability.

### **3104.4 Teaching License Requirement**

Prior to offering an employment agreement or contract, prospective teachers must provide evidence that they hold or are in the process of earning the appropriate Montana State Teaching License.

## 3106 Hiring Procedures

### 3106.1 Selection Process

Applicants shall submit a completed Employment Application. After screening the applications, the school administration will call those applicants selected for an interview.

### 3106.2 References and Verification

Professional and personal reference checks will be conducted before any offer of employment is extended.

- The applicant's most recent employment will be contacted and verified.
- The applicant's education will be verified.
- A clear criminal record is a condition of employment.

### 3106.4 Offer of Employment

All offers of employment shall be in writing and state the position, responsibilities, salary, benefits, and effective date of hire. If the candidate accepts this offer, the official Faculty Contract will be issued.

## 3108 Employment of Immediate Family - Nepotism

Employment of an employee's immediate family is prohibited if the relative is supervised by a Catholic school employee. For purposes of policy, family is defined as spouse, parent, child, and sibling; the employee's spouse's parents, child, or sibling; the employee's child's spouse; grandparents, or grandchildren.

## 3110 Immigration Reform and Control Act

In compliance with Federal Immigration laws, the school only hires workers who are and continue to be eligible to work in the United States. All employees will be required, as a condition of employment, to document their eligibility to work.

## 3112 Employment Orientation

All new employees shall be afforded an orientation and training to better acquaint them with the Catholic school, its protocol, processes, facilities, and employees.

## 3114 Teacher Licensure

All teachers are responsible for obtaining and maintaining a Montana teaching license with the following exceptions:

- Teachers of religion courses or courses for which no counterpart exists in public schools shall not be required to obtain a state teaching license for the course(s).
- Prospective teachers currently enrolled in a teacher education program shall maintain active status as a student in the teacher education program.

## 3116 Faculty Contracts

- The Catholic school will use the official diocesan contract when employing teachers.
- All contracts are for one academic year.
- The teaching contract is issued with no assurance of renewal.
- The school administration has sole discretion to offer teaching contracts.
- There is no tenure of any kind in Catholic schools operated within the diocese.

- The school administration will ordinarily notify a teacher of contract renewal or non-renewal by May. If the school administration is unable to offer teaching contracts before May, they should notify the teachers, in writing, of the delay and proposed time schedule when contracts will be offered.
- Upon receiving an offer of employment / contract, the teacher has ten (10) calendar days to accept or decline the offer / contract. If the teacher does not respond favorably within the 10-day period, the school can offer the position to another candidate. Failure by the teacher to inform the school administration within ten (10) calendar days shall constitute a rejection of the employment offer.

## 3118 Faculty / Teaching Employment Definitions

### 3118.1 Full Time

Full time faculty refers to persons hired and contracted on an annual basis who carry full time responsibilities in the categories of administration, teaching, counseling, curriculum, and other professionally licensed areas.

### 3118.2 Part Time

Part time refers to persons hired and contracted on an annual basis who carry less than full time responsibilities in the categories of administration, teaching, counseling, curriculum, and other professionally licensed areas.

- Part time employees working 0.75 FTE or greater are benefit eligible.
- Part time personnel who are assigned to less than 0.75 FTE are not benefit eligible.

### 3118.3 Temporary (Substitute)

Whenever a teacher is absent, the school administration will take the necessary steps to assure the continuity of the instructional program by securing the services of a temporary teacher (substitute) who is familiar with the students, the school, and the instructional program.

In the event of a prolonged teacher absence, the school administration will make teaching arrangements with a temporary teacher.

## 3120 Catholic Preference

It is the unique responsibility of a Catholic school to provide means and opportunities for the Catholic religious education and development of its students. For this reason, employment preference will be given to persons who are not only Catholic but who also have an understanding of the Catholic faith and an active commitment to living that faith.

## 3122 Equal Opportunity – Non Discrimination

All Catholic schools under the jurisdiction of the Roman Catholic Bishop do not discriminate on the basis of age, sex, race, color, national, or ethnic origin in its employment practice.

## 3200 Personnel Records

### 3202 Maintenance of Records

The school will maintain personnel records that include original employment application, professional resume / curriculum vitae, pre-employment material, and all significant documentation concerning employment. The following documents shall be included in the employee's personnel file:

- A signed copy of the [Faculty Handbook Acknowledgment Form](#)
- A signed copy of the [Moral Standards form](#)

- A signed copy of the [Acceptable Use Policy](#)
- Records of Social Security, name change, benefits, etc.
- A signed resume of professional accomplishments, commendations, and acknowledgements
- Signed copies of disciplinary actions
- A record of absences, tardiness, and leaves
- All official certificates and licenses
- Official copies of the teacher's education file, including undergraduate diploma and all completed graduate course work after and beyond the undergraduate degree
- At the end of employment, employee's personnel records will be kept on location indefinitely.

### **3204 Personnel Files Access**

Access to personnel files is limited to the school administration and school employees. Employees may review their own personnel file in the presence of the school administration provided they arrange for an appointment with the school administration. Personnel files and their contents may not be removed from the school. Employees shall be provided a copy of their personnel file at the employee's expense

### **3206 Security and Confidentiality of Employee Information**

The school administration is responsible for the security and confidentiality of all personnel records. Access to personnel records may only be granted by the school administration. The Catholic school respects the privacy of its employees and strives to ensure confidentiality with regard to all employee information and therefore, will not release any employee information, without a written request to release information from the individual employee.

### **3208 References/Verification of Employment**

Any calls, documents, or questions concerning reference, unemployment claims, employment and salary histories, home addresses and telephone numbers, the location, or any other confidential matters regarding current or former employees will be referred to the school administration. Unless authorized by the employee, the school administration will only release the dates of employment and job title for reference calls. If the employee provides written authorization, the school administration may release additional information.

### **3210 Change of Employee Information**

It is the responsibility of each employee to inform the administration or delegate of any changes in employee information (e.g., name, address, telephone number)

## **3300 Terms of Employment**

### **3302 Basic Work Day**

The School will follow the provisions of the Federal Fair Labor Standards Act and any applicable state laws regarding compliance to the Basic Work Day.

- During times of infectious disease outbreaks, the following considerations take effect:
  - Administrators are responsible for ensuring that their respective school buildings have in place plans for regular cleaning and disinfection of the building, including classrooms, common spaces, and bathrooms.

- Employees will be provided personal protective (equipment), which may include face masks/shields and gloves. Employees will be given access to sanitizer or areas for handwashing. Employees will also be provided an area to change clothing prior to going home for the school day and, if available, can access showers.
- Administrators may implement changes to the dress code to address health and safety concerns in consultation with the Superintendent and District Office.
- The administrator is responsible for monitoring employee use of protective gear and employee safety for his or her respective assigned school building. Cleaning concerns should be brought to the District Office.
- Employees will have concerns related to their own safety as well as the safety of others with whom they share a residence. If an employee states that he/she cannot physically work at a school while the pandemic remains ongoing, the administrator should try to accommodate their concerns, if possible

### **3304.1 Full Time Teachers**

- Full time teachers will be in school no less than fifteen (15) minutes before the school day begins and fifteen (15) minutes after the school day ends, unless alternative arrangements are specifically addressed by the school administration.
- Full time teachers shall be granted a “prep period” for instructional preparation and/or curricular meetings.

### **3304.2 Part Time Teachers**

- Part time teachers will be present and available in the school no less than fifteen (15) minutes before their assigned duty and fifteen (15) minutes after their assigned duty, or as determined by the school administration.

### **3304.3 Basic Work Day Exceptions**

- If a teacher knows ahead of time that he/she will be late to his/her assigned responsibility, that teacher will contact the school administration in advance, to enable adequate time to provide proper supervision.
- If there is an emergency condition that requires the teacher to depart from his/her assigned responsibility, the teacher will inform the school administration prior to taking leave

## **3306 Participation in School Functions**

All teachers shall participate in regular school functions during or outside the normal school day, such as faculty meetings, parent conferences, department meetings, and similar activities as determined by the school administration.

## **3307 Participation in School Liturgies**

All teachers will attend all school liturgies.

## **3308 Employee Assignments**

- All employees receive their assignment from the school administration.
- The school administration has the responsibility to determine all employee assignments and reassignments based on the school's needs. It may be necessary to add or alter the duties of an employee in lieu of reassignment.

## **3310 Attendance**

- Each employee has the responsibility to maintain an excellent attendance record and to be present every day during the prescribed work hours.

- By accepting employment with the Catholic school, individuals are indicating that they will take appropriate action to manage their personal affairs; take precautions against accidents, both on and off the job; maintain good health standards; and be at work promptly every scheduled workday.
- While some allowances will be made for occurrences beyond the control of an employee, absenteeism may be cause for corrective action, up to and including termination of employment.

### **3312 Personal Appearance and Professional Dress**

- Each Employee of the Catholic School represents the local Catholic community in his or her appearance as well as by his or her actions. The appearance and dress of school employees will be appropriate for such representation as well as for the working conditions, in accordance with the assigned responsibilities.
- The school administration is the final arbiter of appropriate professional dress.

#### **3312.1 Professional Dress Expectations**

- For the purpose of this guideline, the basic definition of professional dress is clean, neat, pressed, appropriate fit, does not show more than minimum wear, does not distract from the professional appearance of the individual teacher, and is modest, not provocative.
- On student instructional days, teaching faculty will be expected to dress professionally, including dress shirts (or school shirts with school monogram), dress pants, and appropriate footwear.

#### **3312.2 Professional Dress Exceptions**

- Sweat pants, sweat suits, warm-ups, and shorts are acceptable for employees engaged in classroom instruction that involve physical and/or aerobic activity within the school setting.
- It is also understood and acceptable, that from time to time, individual faculty members will engage in activities that lend to a model of dress that does not fit the professional dress code. Examples include field trips, art class, etc.

### **3314 Personal Gain/Conflict of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. A conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for the individual employee or for a relative, as a result of the Diocesan operations. For the purposes of this section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

#### **3314.1 Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence and nature of his or her financial interest and all material facts to the applicable council, board, committee, or diocesan director

#### **3314.2 Gifts**

Employees of the diocese shall not furnish services to or seek or receive for personal or any other person's gain, any payment, loan (except from a lending institution), gift or discount of more than nominal value or entertainment which goes beyond common courtesies usually associated with accepted business practice.

### **3316 Charitable Solicitation**

Charitable contributions by employees may be given at their own discretion.

### **3317 Political Advocacy**

Schools and school leaders, including but not limited to teachers, administrative staff, coaches and school volunteers should avoid candidate endorsements, contributions, partisan political activism and other impermissible political activity when such activity occurs within the context of an official school function (e.g., classroom instruction) or could otherwise be attributed to the school.

Requests by candidates or campaign organizations to accommodate a photo opportunity at a school function or facility or to otherwise access the Catholic school population must be approved by the diocese or the Montana Catholic Conference.

Please see the [Montana Catholic Conference's policy on Advocacy and Political Lobbying](#).

### 3318 Use of School Equipment

School equipment will be available for official use only. When using school equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

### 3320 Safety and Health

- The safety and health of all employees is of vital concern to the school. No employee is required to work at a job he/she knows is not safe or healthy.
- All employees are expected to carry their share of the responsibility for a safe and healthy work environment including:
  - Cooperate fully with all aspects of the school's safety and accident prevention program;
  - Comply with all rules and regulations regarding safety practices;
  - Be alert to possible hazards, and report any hazards to the person responsible for the work area.
- 

### 3322 Safe Environment Training

In compliance with the United States Conference of Catholic Bishops Charter for the Protection of Children and Young People, all school employees and volunteers who are regularly involved with minors and/or who have regular, unsupervised access to children shall have on file verification of training and current status in the diocesan Safe Environment Program

All school employees shall have on file:

- An approved background check indicating they have no criminal conviction of a crime against a person
- Evidence that they have attended a Safe Environment Training offered by the diocese and are current with the training
- Noncompliance with any portion of this policy is cause for immediate termination.

The Diocese of Great Falls-Billings [Child Protection Policy](#) and the [Code of Pastoral Conduct for Employees](#).

#### 3322.2 Reporting of Suspected Child Abuse or Neglect

All school employees and volunteers are mandatory reporters and thus are required to report suspected child abuse or neglect promptly to:

- Montana Child and Family Services Division – 866.820.5437
- The school administration
- The Superintendent (who will notify the Bishop's office)
- See MCA 41 for more information.

### 3322.3 Cooperation

Upon request of any civil authority, Diocesan personnel shall cooperate fully in any investigation of child abuse and/or neglect. This includes investigations of alleged sexual abuse of minors who are now adults. They shall also cooperate in any resulting judicial proceeding.

### 3324 Work Related Injury or Illness

- All accidents, injuries, or illness incurred by the employee while on the job shall be reported to the school administration as soon as possible.
- The school and employee shall immediately initiate the Workers Compensation procedures established by the Diocese and/or local school.
- If medical treatment is required, the employee will be required to provide a release from a physician before being allowed to return to work.

### 3328 Outside Employment & Activities

Employees may engage in outside employment as long as it does not occur during their assigned Basic Work Day or affect the quality of their work in the school. When an employee is employed outside of their school employment, he/she will notify the school administration of the outside employment and include the employed responsibilities and activities. Catholic school employees may not maintain an outside interest or business or engage in any outside business or activities that may conflict with the doctrines of faith or morals of the Catholic Church.

### 3330 Discrimination, Harassment, & Intimidation

- The Catholic school and the diocese expect that all employees will act responsibly to establish a pleasant working environment free of discrimination, harassment, or intimidation.
- The Catholic school prohibits all forms of discrimination, harassment, or intimidation because of age, race, creed, color, national origin, ancestry, physical or mental disability, or medical condition.
- The Diocese and the Catholic school prohibit any employee to discriminate, harass, or intimidate another employee. Examples include but are not limited to:
  - Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments, or threats
  - Visual conduct such as derogatory and/or sexually oriented brochures, posters, photography, cartoons, drawings or gestures
  - Physical conduct such as assault, unwanted touching, blocking normal movements or interfering with work
  - Retaliation for having reported or threatening to report harassment.

#### 3330.1 Reporting and Investigation Process

Any employee who believes that he or she is being harassed, discriminated against, or intimidated, for any reason, by a supervisor, co-worker, student, parent, vendor or anyone else in the school workplace should promptly take the following steps:

- Report the alleged act immediately to the School Administration. The complaint should include details of the incident, names of the individual(s) involved and the names of any witnesses.
  - An investigation of all complaints will take place immediately by school administration..
  - The privacy of the aggrieved individual, as well as that of the employee under investigation, will be respected at all times.



- If, after what the aggrieved employee considers to be a reasonable length of time, he/she believes inadequate action is being taken to resolve the complaint, he/she should go directly to the Superintendent or the diocesan personnel director with the complaint. The Superintendent, the diocesan personnel director, or delegate will fully and effectively investigate the complaint.
- Neither the school nor the diocese will retaliate against an employee for filing a complaint. The School and the diocese prohibit retaliation by supervisors or co-workers against any employee who makes a complaint regarding harassment or who cooperates in an investigation subsequent to a complaint.

### **3332 Confidentiality**

- Any information obtained in the course of employment with the school is considered the property of the school and should not be disclosed to anyone outside of the school or inside the school, unless approved by the school administration.
- All information relating to personnel matters or the personal matters of school personnel, students or families of students are the private domain of the school. Unless approved by the school administration, such information shall not be discussed with anyone unless approved by the school administration.
- Employees with access to confidential information are charged with the responsibility and obligation of protecting the information. Access, authorized or not, does not confer the right to disclose such information.

### **3334 Tobacco, Alcohol, and Drug Free Environment**

Catholic schools in the diocese shall be tobacco and drug free. Smoking shall be strictly prohibited within all school buildings for all employees, volunteers, visitors, and students. Though schools cannot enforce this rule at parish events, administrators should encourage this guideline for all events held in school buildings.

Any employee with a potential or actual drug and/or alcohol dependency will be encouraged to seek medical assistance through the Employee Assistance Program.

Possession of alcohol and/or drugs in the workplace, as well as reporting to work under the influence of alcohol and/or drugs is grounds for immediate dismissal. All employees share in the responsibility for adhering to and enforcing this policy. Any problems should be brought to the attention of the appropriate supervisor and handled through the normal chain of command.

### **3336 Communications with the Media**

The school administration or its delegate is the sole media spokesperson for the school. Any questions from the media or when the media is requesting a comment from the school, they shall be referred to the school administration.

### **3338 Emergency Procedures / Required Roll Call**

- The school shall have an Emergency Procedure Manual for all employees that will be annually updated and distributed.
- It is expected that all school employees will read and become familiar with the Emergency Procedure Manual.
- The school shall comply with the disaster and exit drills as required by Montana law

### **3340 Computer Technology Use and Access**

#### **3340.1 Hardware, Network, E-Mail, and Internet Use**

- All school computers, files, servers, and e-mail, as well as school internet access and software are the property of the school and/or diocese and intended for official use only. Employees may use the technology at the level for which they have authorization.
- Employees may not use computers, files, servers, e-mail, and the internet in ways that are disruptive, offensive to others, harmful to morale, or that may be contrary to the Catholic moral standards.
- School equipment and email may not be used to solicit others for commercial ventures, political causes, outside organizations, or other matters that are not affiliated with the Catholic faith, diocese, or school.

### **3340.2 Software Use**

- The School shall obtain a license for each software program used in the school for school operational purposes. Unless authorized by the software developer, the School does not have the right to reproduce any software for use on more than one computer.
- Employees are not allowed to install unauthorized software into school computers.
- Employees may only use software on local area networks or on multiple machines according to the software license agreements.

### **3340.3 Technology Use Agreement**

Prior to using or accessing the school computers, servers, network, Internet access, email system, and/or software, all employees will read and sign the Electronic Mail, Network, and Internet Use Agreement.

## **3342 Technology Related Communication**

In order to address the issue of electronic communication between adults and young people, the diocese has implemented the following guidelines.

### **3342.1 Emailing Students**

School employees shall only use email accounts that are provided by the Catholic school to communicate electronically with students.

### **3342.2 Social Networking with Students**

School employees will decline or disregard invitations from students to interact one-on-one through instant messaging, texting, and social networking sites.

### **3342.3 Texting with Students**

School employees should avoid using a personal communication device or email account to contact students. However, in the event this occurs (when a school employee communicates with students involving schedule changes, cancelation of practice, weather cancelations, etc.), the following shall take place:

- School employees (and volunteers) should use school-administered communication platforms.
- If that is not possible, the parent(s) and the school administrator must also be notified by including them in the communication.
- If the parent(s) and the school administrator cannot be included in the message, the employee shall keep a record of that communication.

### **3342.4 Video Calls with Students**

School employees will not use a webcam or Internet type of phone (telephony) that permits video transmission to communicate with students for personal communication. During school-authorized remote learning, webcams can be utilized but teachers should use one-on-one video communication sparingly and with administrative supervision.

### **3342.5 Video Gaming with Students**

School employees may not knowingly participate in any type of online games with students.

### **3342.6 Social Media Behavior**

Engagement in technology related communication, including blogs and social networking, such as, but not limited to: Facebook, LinkedIn, Instagram, SnapChat, etc., may result in disciplinary action, if the content of the communication violates the confidentiality expectations or includes defamatory comments regarding the school, its employees, its students, the Catholic parishes, or the Catholic faith.

## **3344 Copyright Guidelines**

Employees may copy media for personal and/or instructional purposes, in compliance with the federal copyright guidelines.

## **3346 Instructional Lessons Plans / Syllabus / Full Disclosure**

### **3346.1 Lesson Plans / Syllabus**

Teachers will keep and maintain a current lesson plan book or syllabus for each assigned class. The lesson plan or syllabus will be current and contain sufficient detail, so that a temporary/substitute teacher could assume teaching the class in a productive instructional sequence with what has been and will be taught.

The lesson plan book or syllabus must be accessible to the Administration at all times.

It is recommended that weekly lesson plans will be submitted to the Administration for all teachers in their first three years of employment with the Catholic school. As determined by and at the discretion of the Administration, individual teachers or all members of the teaching faculty may be required to submit lesson plans on a routine basis.

### **3346.2 Full Disclosure**

At the beginning of each semester, teachers will submit a “full disclosure” of all course content for publication by the school. Full disclosures will contain:

- Course Description
- Course Objective
- Course Learning Activities
- Course Learning Materials, including textbook, software, media, etc.

It is recommended that the school publish and/or post all full disclosures

## **3348 School Calendar**

The school will have an academic calendar that includes Student Instruction Days (SID) and professional Development Days (PD), and Pupil Instruction Related Days (PIR). PIR and PD Days are determined by the Administration and may include but not limited to Parent Teacher Conferences, Record Keeping, and Faculty Retreats.

- The school calendar will be established and maintained by the administration.
- It is recommended that the forthcoming school calendar be published and posted on or before April 1st each year.

### 3350 Classroom Procedures

- Each morning, classes will begin with a prayer and the Pledge of Allegiance.
- Every day, teachers will keep an accurate attendance and grade records for each student.
- No class should be dismissed early or cancelled without the permission of the Administration or his/her delegate.

### 3354 Professional Development

Catholic school educators will be provided with opportunities for professional development as well as spiritual growth. Such professional development is considered an essential element of a teacher's professional and spiritual growth.

#### 3354.1 Professional Development Provided by the Diocese

The diocese may provide professional development opportunities with a spiritual or Catholic identity topic for all educators.

Attendance at professional development opportunities sponsored by the dioceses are encouraged.

On occasion, professional development sponsored by the diocese will require attendance by all faculty. In such circumstances, the diocese will provide ample advance notification.

#### 3354.2 Professional Development Provided at the Local Level

- Catholic Schools are to have a regularly scheduled day where class is dismissed early for the purpose of professional development of the Catholic school employees.
- This dismissal will be on the school calendar and parents will be notified in advance.
- The professional development dismissal shall occur at least monthly but not more than weekly.
- The professional development will be planned and employees are required to attend.
- All professional development days will be scheduled on the school calendar and ample notification will be communicated with the parents.

#### 3354.3 Individual Responsibility for Professional Development

All Catholic school employees are strongly encouraged to continue their professional growth every year. Every Catholic school educator shall:

- Assume responsibility for professional self-evaluation and growth.
- Seek more effective procedures to improve the quality of their employed responsibility.
- Keep informed on current trends and practices in their field.
- Participate in formal professional development activities including workshops, courses, conferences, and other events dealing with schools, the Catholic faith, teaching, learning, supervising, etc.
- Continue their education through selected academic, cultural, and other enriching experiences.
- Maintain a valid teaching or administrative license.

### 3356 Tutoring

- Teacher recommendations for student tutoring must be approved by the Administration.
- Teachers may not accept pay for tutoring a student assigned to his/her class during the academic year or the year immediate following or preceding attendance in the teacher's class

### 3358 Purchase Orders and Purchasing Process

#### 3358.1 Responsibility and Authorization

The Administration or his/her delegate is responsible for all purchases in the name of the school and shall authorize payment for goods and services under the following conditions:

- The proposed payment falls within the school's budget and within the budget limits.
- The proposed payment complies with purchasing policies and regulations.
- The proposed payment is for goods and/or services that have been inspected and certified by the responsible employee as having been received in acceptable condition.

### **3358.2 Purchases**

All orders in which the school is expected to make payment must be using the school's Purchase Order (PO) system and be pre-approved by the Administrator before an order is made. Orders made without prior approval purchase order will result in the employee being held personally liable for the order.

### **3358.3 Process**

- Prior to making an order, employees will obtain and fill out a Purchase Order (PO) Form.
- The employee will present the PO to the appropriate administrator for approval.
- A signed copy of the PO will be presented to the Business / Finance Office.
- The employee or Business / Finance Office staff will make the purchase, using the information outlined on the PO.
- When the shipment arrives, the employee will check the contents to be sure everything ordered was delivered.
- The employee will mark the packing slip with the date received and give the packing slip to the Business / Finance Office staff.
- The Business / Finance Office staff will pay for the shipment.
- The Business / Finance Office will not pay for merchandise until receipt of delivery is made available

## **3400 Compensation**

### **3402 Faculty Salaries**

The faculty salary pay structure will be socially just and implemented at the local level. Permission for raises must be obtained through the Superintendent's Office. Part-time teachers may receive a year's experience for each year of employment with the Catholic school.

### **3404 Financial Compensation**

- Financial compensation for teaching faculty shall be based on the approved compensation program for Catholic school teachers.
- Faculty members are paid over a 12 month period, usually August-July for pay and September-August for benefits.

### **3412 Advance Payment of Salary**

Requests for salary advances are not granted.

### **3414 Compulsory Deductions**

Federal and state income taxes along with Social Security and Medicare taxes will be deducted from an employee's gross salary. This tax is forwarded to the Federal Government together with a matching amount paid by the school. Federal and state income taxes vary with the number of exemptions claimed by each employee. At the school's discretion, employees with children in the school may have their tuition obligation deducted from their pay.

### 3416 Voluntary Deductions

Employees may authorize deductions from their paychecks for dependent insurance and for other diocesan or school-approved reasons.

### 3418 Garnishments

In the event garnishment or similar proceedings are instituted against an employee, the school will deduct the garnished amount required by law.

### 3420 Reimbursement for Work Related Expenses

The School will pay all actual and reasonable school / education-related expenses incurred by employees in the performance of their job responsibilities. Before the school provides reimbursement, the administration will approve all such expenses, including travel and materials expenses incurred by an employee, in advance.

- Mileage reimbursement will be calculated at the IRS rate per mile.

Use of an employee's personal automobile on business requires prior approval of the administration. The employee shall possess a valid driver's license and minimum insurance coverage as required by the State of Montana and as required by the employee's insurance carrier for business use of a personal vehicle.

## 3500 Faculty Employment Benefits

- Eligible employees are provided a wide range of benefits. A number of the programs cover all employees in the manner prescribed by law.
- Employees working 0.75 FTE or greater are benefit eligible.
- Employees assigned to less than 0.75 FTE are not benefit eligible.
- Unless otherwise noted, employment benefits are provided to employees, beginning on their first day of employment.

### 3501 Leave and Return to Work

The employee has no job responsibilities while on any type of leave described in this section.

### 3502 Holiday Leave

Annually, employees will be provided with a calendar that lists holidays granted to all school employees.

### 3504 Personal Leave

Benefit eligible teachers are annually provided with 3 paid personal leave for periods of temporary absence. Personal days do not accumulate year to year. Unused personal days are not reimbursed either annually or upon termination.

#### 3504.1 Process

Teachers who anticipate taking Personal Leave shall submit a request to the Administration at least two days in advance of their anticipated leave date. Requests for Personal Days may be denied by the Administration if the request dates are in the first two or last two weeks of a grading term, a significant number of teachers request leave for the same days, or if the school is unable to find a substitute replacement for the teacher requesting leave.

### 3506 Sick Leave

- Benefit eligible teachers are provided with 10 paid sick days for periods of temporary absence due to personal illnesses or injuries or illnesses or injuries of immediate family members and may not be used for any other absence.
  - Immediate family is defined as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.
  - Sick leave can accumulate up to 63 days.
  - Employees are not reimbursed for unused days either annually or upon termination.

### **3506.1 Process**

Employees who are unable to report to work due to illness or injury should notify the Administration before the scheduled start of the school day.

### **3506.2 Sick Leave Verification**

- The administration has the right to require employees to provide medical verification of an illness or injury if he/she has taken five (5) or more consecutive days of sick leave.
- The administration has the right to request and receive confirmation from the appropriate licensed health/medical professional (e.g. physician, psychiatrist, and/or psychologist) that the employee is able to return to work if the employee has taken five (5) or more consecutive days of sick leave.
- Employees are to provide medical verification every month for a disabling condition that lasts for more than ten (10) consecutive calendar days.

## **3508 Child Care**

Benefit eligible employees are provided with childcare assistance as outlined in the following paragraphs.

### **3508.1 Cafeteria Plan / Flexible Spending Account**

Employees choose benefits (including childcare) from a list of options and contribute a part of pretax salaries to a childcare account. This option allows employees to minimize the federal and state tax they must pay on childcare dollars.

### **3508.2 Flextime Scheduling**

Employees may request the opportunity to vary their work schedules (within the school-defined limits) to better accommodate childcare responsibilities.

## **3510 Workers' Compensation Insurance**

All school employees are provided workers' compensation insurance. This program covers any injury sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries, regardless of how insignificant the injury may appear, should immediately inform the School Administration and/or Diocesan Human Resource Director, who will in turn, call the accident into the current insurance carrier. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

- If more than 30 days have elapsed since the work-related injury is reported, neither the insurance carrier nor the diocese will cover the worker's job-related injury.

Neither the school, the diocese, nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the diocese or the school.



### 3512 Time Off to Vote

If employees are unable to vote in an election during their nonworking hours, the schools will grant up to one hour of paid time off to vote. Employees should request time off to vote from the Administration at least two working days prior to the Election Day.

### 3514 Bereavement Leave

- Benefit eligible employees are provided Bereavement Leave benefits for periods of temporary absence due to a death of an immediate family member.
- Up to five (5) work days of paid bereavement leave will be provided to eligible employees.
- Immediate family is defined as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.
- At the discretion of the Administration, employees may have time off to attend funerals of non-family members.
- Bereavement Leave days do not accumulate annually and will not be compensated upon termination.

### 3516 Employee Assistance Program (EAP)

The diocese may provide an Employee Assistance Program (EAP) to all benefit eligible employees. Additional information on the EAP is available from the Administration or his/her delegate.

### 3518 Jury Duty

The diocese encourages employees to fulfill their civic responsibilities by serving jury duty when required. The school will not deduct personal days.

#### 3518.1 Salary Compensation

If the employee on jury duty received compensation, the employee will present to the Administration his/her receipt of jury duty compensation. Upon completion of jury duty service, the school will deduct from the employee's salary the amount the employee received for jury duty compensation.

### 3520 Benefits Continuation - FMLA

- Continuation of the health insurance benefit under this clause shall be in compliance with the US Family Medical Leave Act.
- The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:
  - Twelve workweeks of leave in a 12-month period for:
    - the birth of a child and to care for the newborn child within one year of birth;
    - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - to care for the employee's spouse, child, or parent who has a serious health condition;
    - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or



- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

### **3522 Parental Leave**

- Parental leave is available for benefits-eligible parents at the time of birth or adoption of a child.
- Benefits-eligible employees will be granted six consecutive calendar weeks of paid leave at the time of birth or adoption. Benefits-eligible employees can then utilize up to 6 more consecutive calendar weeks of unpaid leave. Benefits will continue during this unpaid leave provided the employee is still under contract.
- After the paid leave, the employee is not eligible for sick leave unless there is another qualifying event. The employee can use personal/vacation days to reduce the financial impact of the unpaid leave.

### **3524 Health Insurance**

Benefits-eligible employees shall be afforded access to a comprehensive health insurance plan on the first day of the month following commencement of employment. Employees working 0.75 FTE or greater shall have health insurance provided by the school or receive a supplement. The amount paid will depend on the Diocesan plan.

Employees assigned to less than 0.75 FTE are not eligible for the health insurance benefit.

- The health insurance benefit may be extended to include dependents (spouse and/or children) of benefit eligible-employees.
- A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation.

#### **3524.1 Health Insurance Premium Reimbursement**

The Catholic school may reimburse the spouse of a benefit eligible employee who chooses to participate in a spouse / family health insurance plan. The spouse shall provide the Catholic school with evidence of financial payment to his/her health insurance plan for the Catholic school employee. The total reimbursement to the spouse may not exceed what it would cost the Catholic school employee to participate in the Diocesan health insurance plan.

#### **3524.2 Medicare Health Service**

An employee of Medicare age has the choice of the Diocesan Health Insurance Plan and/or Medicare. All financial obligations associated with the Medicare premium shall be paid by the employee.

### **3526 Life Insurance**

The diocese may provide a basic life insurance plan for benefit-eligible employees. Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the diocese and the insurance carrier. Details of the basic life insurance plan, including benefit amounts, are described in the Summary Plan Description provided to eligible employees.

### **3528 Long-Term Disability**

The diocese may provide long-term disability (LTD) insurance to benefit-eligible employees to cope with an illness or injury that result in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work. Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between the diocese and the insurance carrier.

### **3530 Savings Plan - 403(b) (7)**

The diocese may provide a 403(b) (7) Savings Plan to benefit eligible employees for future financial security for retirement. The time line upon which an employee is eligible to join the Diocesan 403(b)(7) Savings Plan and the employer / employee contribution are determined by the Diocesan 403(b)(7) Savings Plan.

### **3534 Family / School Leave**

Parents, grandparents, and legal guardians shall be allowed to take up to twenty (20) hours of paid leave per school year to observe or participate in their children's (or grandchildren) school activities at any Kindergarten through 12th grade level. The employee is required to provide the Administration with at least five (5) calendar days advance notice when using this benefit and only applies to benefits-eligible employees.

### **3536 Tuition Assistance**

Benefit eligible employees shall receive K – 12 tuition assistance for their children attending a Diocesan Catholic School. The rate of tuition assistance shall be established by the administration after consultation with the school Council / Board.

### **3540 Retirement Incentive - Health Insurance Continuation**

An individual Catholic school / Catholic school system may offer a retirement incentive for employees as a retirement incentive with the following conditions:

- The employee has twenty or more years of full-time service
- The employee is at least 60 years old
- The school administration consults with the school Council / Board and receives supportive consensus for a Retirement Incentive.
- The Retirement Incentive shall be approved by the Superintendent.

### **3542 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the US uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

### **3544 Long Term Leave of Absence – Continuing Education / Professional Development**

A faculty member may apply for a Long Term Leave of Absence to pursue continuing education and/or professional development as it pertains to their employment with the Catholic School. A faculty member wishing to take the Long Term Leave of Absence shall submit a letter to the school administrator outlining the details of the leave no less than 45 days in advance of the anticipated leave. The letter will include the anticipated dates of leave, the planned continuing education / professional development during the leave, and its expected impact on improving student learning. When the needs of the school permit, the school administrator may grant a faculty member a Long Term Leave of Absence without pay under the following conditions:

- The school administrator shall consult with the School Governance
- The faculty member has at least five (5) years of experience and has not taken a long term leave of absence in the previous five (5) years.
- The employee agrees to return to the school after the leave of absence
- The school is able to find a qualified replacement for the duration of the leave
- The leave will affect only one academic year

If granted, conditions of the long term leave of absence will include:

- The faculty member will still be considered an employee of the diocese and held to the policies affecting Diocesan employment

- The faculty member will not accept other employment while on leave, even if temporary in nature. Accepting employment while on leave will be a voluntary termination of employment with the diocese
- The faculty member will not file for unemployment compensation during the leave. Filing for unemployment compensation while on long term leave will be a voluntary termination of employment with the diocese
- Health, dental, vision, disability, and life insurance benefits will remain in force while on leave. The faculty member will be responsible for submitting a monthly premium payment to the school for these benefits
- Upon returning to school, the faculty member will be reinstated to his/her original position or an equivalent assignment at the wage he/she earned at the time the leave began.
- The Catholic Schools does not provide any other form of Long Term Leave of Absence.

### **3546 Leave Without Pay (LWOP)**

An employee may request LWOP for personal leave reasons only after his/her personal leave days are used. An employee may request LWOP for sick leave reasons only after his/her sick leave days are used. LWOP Provisions:

- Employees granted LWOP for more than 10 (ten) work days may be required to pay for all benefit insurance premiums (health, vision, dental, disability, life, etc.) while on LWOP.
- Employees granted LWOP for more than 20 (twenty) work days shall be responsible to pay all benefit insurance premiums (health, vision, dental, disability, life, etc.) while on LWOP.
- LWOP may not exceed 60 (sixty) work days. Upon the 61st work day of LWOP, the employee will either return to work or resign from employment.

## **3600 Performance Appraisal / Evaluation**

### **3602 Basic Beliefs**

The Diocesan employee evaluation and observation is predicated upon several basic beliefs.

- The primary focus of an evaluation and observation process must be upon what is and what contributes to effective education in the spirit and principles of the Roman Catholic Faith.
- The evaluation and observation process must promote improvement in education, professional growth, positive behaviors, Catholic principles, and attainment of Catholic School Teaching Standards (See Section 3900).
- The evaluation and observation process must provide recognition for teachers who are exceeding Catholic Schools' Teaching Standards (See Section 3900).
- The evaluation and observation process must provide assistance to teachers who are failing to meet the Catholic Schools' Teaching Standards (See Section 3900).
- The evaluation and observation process must be applied uniformly and fairly.
- The evaluation and observation process must be a continuous process, capable of yielding useful information and valid conclusions.

### 3604 Accountability

The purpose of an evaluation and observation process is to assess the teacher and his/her effectiveness, promote professional growth, provide a basis for personnel decisions, and comply with the policies of the diocese and laws of the State of Montana. The evaluation and observation process will assure a high quality of education for students, foster continual improvement of instruction, spirituality & education, promote employee growth and development, enhance employee - administration communication, and provide a basis for identifying sub-standard and/or unsatisfactory performance that may require appropriate personnel action, including termination or non-renewal of employment.

### 3606 Definitions

For the following section, these definitions will apply:

#### 3606.1 Beginning Teacher (Level I)

A beginning teacher is in his/her first year and second year of employment with the Diocesan Catholic School.

#### 3606.2 Experienced Teacher (Level II)

An experienced teacher in his/ her third or more consecutive years with the Diocesan Catholic School.

#### 3606.3 Informal Report/Walk-through

[An Informal Report](#) may be an unannounced or announced observation of the teacher. This report will include observations from the classroom instructional setting and other professional duties and conducted by the Administration or his/her delegate. Informal Reports will be included in the teacher's personnel file.

#### 3606.4 Peer Report

[A Peer Report](#) is any observation of the teacher by a peer faculty member. Upon completing a peer observation, the two teachers shall conference together, document the conference, and submit this documentation to the Administration. A copy of the Peer Report shall be included in the teacher's personnel file.

#### 3606.5 Parent Perception Report

[A Parent Perception Report](#) is an observation of the teacher completed by parent with children in the teacher's classroom. All Parent Perception Reports must be completed on a form designed by the school for the sole purpose of professional growth and development. The Administration will summarize the Parent Perception Reports, present the findings to the teacher, and include a summary in the teacher's personnel file.

#### 3606.6 Formal Report

[A Formal Report](#) is an observation of the teacher where a clinical observation process is used. This will include a pre-observation conference, the observation, and a post-observation conference. All Formal Reports will be submitted by the Administration and included in the teacher's personnel file.

#### 3606.7 Summary Report

[The Summary Evaluation](#) is a corroborative evaluation tool where a comprehensive assessment of the teacher is established using a combination of the Informal, Formal, Peer and Parent Reports. The Summary Evaluation will include documentation from two (2) Reports. All Summary Evaluations will be submitted by the Administration and included in the Employee's personnel file.

### 3608 Process

All Beginning Teachers will have:

- One (1) Formal Report and Informal Report completed before the end of each semester.
- One (1) Summary Report completed at the end of each year.

All Experienced Teachers will have:

- At least one (1) report completed each year
- At least One (1) Summary Report completed every three years.

All reports will be signed by the Teacher and the Administration before placing in personnel file.

### **3610 Plan of Improvement**

- In the interest of maintaining good morale and effective school personnel management, all teachers will be accorded a [Plan of Improvement](#) when necessary.
- If an evaluation and observation process indicates a teacher is having professional difficulties or has failed to meet school standards and expectations, (See Section 3900) he/she will be provided assistance to correct the difficulties and/or meet the standards and expectations as well as time to incorporate the recommended changes for improvement.
- With any personnel action related to the observation and evaluation of a teacher, a Plan of Improvement will be used.
- Before the administration issues a Plan of Improvement, the Superintendent will be notified.
- If a teacher fails to improve his/her performance within the time allotted on the Plan of Improvement, the teacher may be subject to suspension of employment, with or without pay, non-renewal of contract, or immediate termination (see Section 3800).
- Nothing contained herein shall preclude the administration and/or Superintendent from initiating termination proceedings against any employee who has committed an act that would constitute grounds for revocation or suspension of a professional license, violate Diocesan and/or school policies, violate contractual terms, or go against the teachings and principles of the Catholic Faith (See Section 3700).

## **3700 Disciplinary Action and Due Process**

### **3702 Disciplinary Action**

The administration is responsible for taking disciplinary action to remedy employee problems. These problems include, but are not limited to, work performance, attendance, or any action that may interfere with the mission of the school. Disciplinary Action may include:

- Suspension with pay
- Suspension without pay
- Termination

### **3704 Causes for Disciplinary Action**

- Examples of acts that may lead to disciplinary action are listed below. This list is not an exhaustive list of types of conduct that may result in disciplinary actions up to and including termination.
  - Inability to fulfill contractual expectations
  - Violating the terms of the employment contract or Faculty Handbook
  - Personal conduct or lifestyle at variance with or contrary to the policies of the diocese, its parishes and schools, or the moral and religious teachings of the Roman Catholic Church

- Insubordination and/or dishonesty
- Violation of local, state, or federal law
- Falsification of records, information on employment application, or references
- Working under the influence of intoxicants or illegal drugs, including legal drugs that are used in an unauthorized manner or by an unauthorized person
- Unlawful harassment, hazing, or intimidation of students, parents, or employees
- Unsatisfactory job performance
- Unprofessional conduct in relation to parents, students, other staff, or visitors to the school or school event
- Breach of professional ethics
- Inability to work cooperatively with supervisors, peers, or subordinates
- Violation of employer rules
- Habitual or excessive tardiness or absence from work or from employee's work area
- Disclosure of confidential information
- Failure to meet expectations as outlined in a Plan of Improvement
- Failure to meet the Characteristics, Professionalism, Code of Ethics, and Effective Standards of Catholic School Teachers (see Section 3900)
- The administration may, in its discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment for employee violations of these conduct guidelines.

### **3706 Criminal / Immoral Activity**

The administration may impose disciplinary action, including leave of absence, suspension with or without pay, or termination for an employee against whom formal charges have been filed for the commission of a crime, committing immoral acts, or having been arrested or accused of same, pending outcome of investigation or adjudication of innocence or guilt.

### **3708 Problem Resolution for School Personnel (Due Process)**

#### **3708.1 Purpose**

The Diocese is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or questions receives a timely response from the Administrations or building supervisors.

#### **3708.2 Basic Principles**

The Diocese strives to ensure fair and honest treatment of all employees. Administration, faculty, support staff, and volunteers are expected to treat each other with mutual respect. All employees are encouraged to offer positive and constructive criticism.

#### **3708.3 Application**

If an employee disagrees with established rules of conduct, policies, or practices, he/she can express the concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing complaints with the school in a reasonable, business-like manner, or for using the problem resolution procedure. If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make sure of the following steps. The employee may discontinue the procedure at any step. It is expected that each step below will be completed in ten (10) working days, unless otherwise noted by the employee or administration.

1. Within ten (10) working days of the incident occurrence, the employee will present the problem to the Local School Administration.
2. The Administration will listen to the employee, seek a resolution, and formally respond to the employee.
3. If, in the opinion of the employee, the Administration's initial resolution is unsatisfactory, the employee may request a re-evaluation of the resolution by formally requesting (in writing) a re-evaluation.
4. The Administration will formally respond to the employee and submit a copy of this response to the Superintendent.
5. If, in the opinion of the employee, the Administration's re-evaluation of the matter is unsatisfactory, he/she may formally present the matter to the Superintendent.
6. After receipt of the written documentation from the employee and Administration, the Superintendent will render a decision, stating findings of fact, and present his/her decision, in writing, to the employee and Local School Administration.

The Superintendent's decision is final, except as stipulated by canon or state law.

## **3800 Termination, Planned Layoff, & Contract Non-Renewal**

### **3802 Termination**

Termination is the end of employment, which may be the result of an employee dismissal. Termination will be treated in a confidential, professional manner by all concerned. Terminated employees are not granted severance pay but will be paid for any earned pay and accrued vacation within fifteen (15) days of termination or the next payday, whichever one is closest to the termination day. No payment will be made for any accrued but unused sick leave. Non-renewal of a teaching contract is not considered termination of employment.

#### **3802.1 Voluntary Resignation: Failure to Complete a Contract**

- Teachers who resign are those who choose to terminate their teaching contract with the school prior to the completion date.
- A contract is binding from the date of signature to the date of completion of the agreement. A teacher who violates a contract demonstrates unprofessional conduct and is penalized according to the terms stated in the contract.
- Notification of such violation, with documentation of the same must be placed in the teacher's personnel file, and a copy of the same be sent to the Superintendent.
- The administration may notify the State of Montana's Attorney General's Office and/or OPI of the violation of the Teacher's failure to complete his/her contract.
- The Administration will inform the school governance of the resignation.



- Teachers who voluntarily resign are encouraged to provide the school with at least two-week's notice that includes the reasons for resignation and the date of termination.
- After receipt of the resignation, the school reserves the right to terminate employment immediately subject to payout of the two weeks' notice and items above (see 3802 above).
- Employees who fail to report to work for three consecutive working days without notifying the Administration will be considered as having voluntarily resigned from employment.

### **3802.2 Voluntary Resignation at the End of a Contract**

If a teacher decides not to pursue another contract, the school will request a letter of resignation recording that decision.

### **3802.3 Dismissal: Terminating the Teaching Contract**

When a Teacher violates the conditions and/or terms of his/her contract, policies of the diocese and/or Catholic school, or otherwise fails to perform the designated responsibilities; the Administration will present such circumstances to the Superintendent. After consultation with the Superintendent, the administration will present a formal termination notice to the Teacher.

- The termination notices will provide evidence where the Teacher has violated the conditions of employment, the conditions and/or terms of his/her contract, policies of the diocese and/or Catholic school, or otherwise failed to perform the designated responsibilities or meet professional expectations and will be dismissed.
- The termination will be effective upon receipt of termination notice.
- Upon termination, all personal effects shall be immediately removed from the classroom and/or school.
- Preferentially, the terminated employee will leave the premises with his/her personal effects. Should the terminated employee need to return to the premises to pick up his/her personal belongings, the administration will accompany the terminated employee at all times.

## **3804 Lay-Off (Reduction in Force / Reorganization)**

- When a reduction in force is necessary or when positions are eliminated due to reorganization, the administration will identify positions to be eliminated and/or faculty members to be laid-off or receive an FTE (full-time equivalency) reduction.
- Reasons for a Reduction in Force may include but are not limited to:
  - Classroom instruction requirements
  - Education license requirements
  - Experience and/or education requirements
  - Student enrollment or projected student enrollment
  - Change in curriculum or instructional needs
  - State of the school's finances or projected finances
- During the course of a reduction in force and/or reorganization, the administration, in consultation with the school governance, shall retain and assign employees as deemed necessary and for the benefit of the School and its ability to fulfill its mission.

The Catholic school does not acknowledge seniority, either by fact or by implication, as reason for employment retention or lay-off. The administration will provide two (2) weeks' notice to the Employee or provide two (2) week's severance pay in lieu of notice. Prior to implementing a reduction in force or reorganization, the administration will consult with the Superintendent and the Diocesan Director of Human Resources.

### **3805 Furlough**

- In the event of an emergency which results in the temporary closing of school operations, employees may be placed on furlough at the election of the school
- This maintains "job attachment" with the school and does not necessitate a termination
- Benefits status as of the date of the furlough will remain in place, including sick/vacation/personal days
- There is no severance or notification period required. The furloughed employee is encouraged to apply for unemployment benefits. If so, the school will attempt to coordinate with the employee so there is no interruption of pay between the end of a regular pay period and unemployment insurance payments
- When school resumes, employee will be immediately returned to active status

### **3806 Contract Non-Renewal**

The Diocesan Catholic School Lay Teacher Agreement (Faculty Contract) applies for one year, as dated on the contract. Prior to May, (see Section 3118) or upon the completion of the school year the Administration, at his/her discretion, may or may not provide the Teacher with a Faculty Contract for the next year. Under no circumstances does successful completion of a school year and/or fulfillment of a Faculty Contract establish cause or reason for a Faculty Contract renewal. The offering of a teaching contract or employment with the Catholic School does not grant tenure, either by fact or by implication. Non-renewal of a teaching contract may not be appealed.

### **3808 Termination, Lay-Off, and Non-Renewal Authority**

Termination, Lay-Off, and Non-Renewal authority rests with the Administration (and Pastor when applicable) of the school in consultation with the school governance, Superintendent, and Diocesan Director of Human Resources.

### **3810 Appeal of Termination or Lay-Off**

The Employee, by his/her acceptance of employment by the school agrees that, in the event of such disputes, he/she and the school agree to submit the matter to the employee problem resolution procedures. The Employee agrees that Policy 3708: Problem Resolution for School Personnel (Due Process) shall be the exclusive forum for any dispute arising out of termination. The provisions above regarding problem resolution procedures in the event of termination represent the final, express and complete agreement between the school and its employees regarding the terms and conditions of employment.

### **3812 Reinstatement of Employment**

Teachers who are terminated by the school and then reemployed by the school or any other school in the diocese will lose their original anniversary date and be assigned a new date corresponding to their first day on the job after re-employment. The administration may choose to reinstate an employee with his/her original anniversary date based on the circumstances involved in the termination.

### **3814 Disposition of Benefits upon Termination**

### **3814.1 For Employees Subject to Voluntary Resignation or Dismissal**

- If an employee resigns effective at the end of the school year, that employee can request a payout of wages owed. However, the payout will necessitate an early termination of benefits. (benefits cannot extend beyond wages)
- All employee benefits are automatically canceled on the employee's effective date of termination of employment. Disposition of benefit plans for employees terminated are as follows:
  - Employees Retirement Income Plan: Any employee separating from the diocese will be referred to Diocesan Director of Human Resources for counseling regarding available retirement and vesting privileges, if appropriate.
  - Life Insurance: Group life insurance coverage ends on the last day worked.
  - Medical Insurance: Health care benefits for the employee and, if applicable the employee's dependents, terminate on the last day of the month of the employee's termination.

### **3814.2 For Employees Subject to Lay Off / Reduction in Force and Contract Non-Renewal**

- If an employee is non-renewed effective at the end of the school year, that employee can request a payout of wages owed. However, the payout will necessitate an early termination of benefits. (benefits cannot extend beyond wages)
- All employee benefits are automatically canceled on the date that the former employee's final paycheck is
- issued. If the school completes its financial responsibilities for teaching contracts in August, the former employee benefits shall remain in effect through August 31.
- Disposition of benefit plans for employees terminated are as follows:
  - Employees Retirement Income Plan: Any employee separating from the diocese will be referred to Diocesan Director of Human Resources for counseling regarding available retirement and vesting privileges, if appropriate.
  - Life Insurance: Group life insurance coverage terminates with the distribution of the final paycheck.
  - Medical Insurance: Health care benefits for the employee and, if applicable the employee's dependents, terminates on the last day of the month of the employee's final paycheck.

## **3816 Final Paycheck & School Property**

The final paycheck of a resigning employee who has given notice of at least five (5) working days will be available to the employee on his/her last day of work. When an employee resigns from employment without notice or notice is less than five (5) working days, the final paycheck will be available to the employee on the next regular payday. The employee will surrender all keys and any other school property in his or her possession prior to receiving his/her final paycheck.