

PERSONNEL: Faith Commitment

All persons within the Catholic school setting share in the basic mission of Catholic education. For that reason, all shall demonstrate by their attitudes, words, actions, and the integrity of their lives that they support the beliefs and values that underlie Catholic education. Personnel, as employees in a Catholic educational system, agree that, as a condition of employment, they will support and exemplify in conduct both Catholic doctrine and morality. Personnel must be consistent, in expression and example, with the teaching and practice of the Catholic faith and shall not teach, advocate, encourage or counsel beliefs or practices contrary to the Catholic faith.

Personnel shall be either Catholics in good standing, who are committed to the Catholic faith and to Christian living, and who are registered members of a Catholic parish, or others who have a positive attitude toward the Catholic faith and a commitment to Christian living as well as having a lifestyle that is consistent with Church teaching. They shall work with others within and beyond the school setting in a spirit befitting a Christian faith community.

PERSONNEL: Responsibilities

All personnel within the school program are directly accountable to the administrator for carrying out assigned responsibilities.

All educational personnel are hired by local pastoral authority (pastor) after a process of consultation developed by the Catholic School Office and approved by the superintendent of Catholic schools.

Each employee in a Catholic educational institution in the Diocese of Jefferson City shall have a written job description which is signed annually and becomes part of his or her personnel file.

PERSONNEL: Job Description: Teacher

Teachers are to receive job descriptions as developed by the Diocese of Jefferson City. (See Appendix #4102.)

PERSONNEL: Equal Employment Opportunity

The educational institutions of the Catholic Diocese of Jefferson City fully support and practice the principle of equal employment opportunity. This means it is the policy to recruit, hire, train, promote, demote, terminate and pay employees without regard to race, color, national origin, age, sex, handicap or disability, veteran or family status, or any other status or condition protected by applicable state or federal laws.

The educational institutions of the Catholic Diocese of Jefferson City are committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodation is available to all employees with disabilities who request an accommodation, where their disability affects the performance of job functions. The educational institutions of the Catholic Diocese of Jefferson City may require an employee to provide a certification of the nature and extent of a disability from the employee's health care provider as part of the process used to find a reasonable accommodation. The educational institutions of the Catholic Diocese of Jefferson City further may have its own health care provider examine the employee's disability and evaluate its nature and extent.

This policy is neither exhaustive nor exclusive. The Diocese is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

PERSONNEL: Application for Employment

Every applicant for an employment position in the Diocese of Jefferson City must complete a proper employment application form supplied by the Catholic School Office. (See Appendix #4105 for sample.)

Besides the required application form supplied by the Catholic School Office, each applicant for an educational position in the Diocese of Jefferson City must present a credential file or its equivalent containing the following:

1. Original or certified transcripts of graduate and undergraduate credits;
2. Records of religious certification;
3. Three (3) original, hand-signed written letters of recommendation, one of which must be from a pastor or minister;
4. Original copies of licenses/certificates;
5. A satisfactory complete background check.

Falsification of any documents relevant to the application or records of continuing education shall constitute grounds for immediate dismissal.

Revised August 12, 2008

May 7, 2004

PERSONNEL: Background Check

The Safe Environment Program, mandated by the United States Council of Catholic Bishops (USCCB), requires background checks for all personnel and volunteers who may have contact with minors. Teacher candidates for the Diocese of Jefferson City must fill out and return the Background Check Acknowledgement Form (See Appendix #2106A) and the Request for Child Abuse/Criminal Background Record Form (See Appendix #2106B). Employment is contingent upon reports deemed to be satisfactory to the superintendent of Catholic schools and chancellor.

Each teacher completes a Missouri Division of Children's Services form for child abuse/neglect screening. The form is submitted to the Catholic School Office for the signature of the associate superintendent. The form is sent to the Missouri Division of Children's Services and is returned for filing in the Catholic School Office. Should a history of abuse/neglect be identified, the school administrator/principal will be contacted by the associate superintendent. A decision to remove the teacher will be determined as warranted by the specifics documented by the Missouri Division of Children's Services.

Revised August 8, 2007

May 7, 2004

PERSONNEL: Personnel under Contract

A teacher or administrator applicant for a position in Catholic schools whose acceptance of a position would mean breaking contract is not to be interviewed before his/her current employer is contacted, and the determination is made that the teacher or administrator would be released without a problem.

Revised August 8, 2007

May 7, 2004

PERSONNEL: Nepotism

The Diocese of Jefferson City recognizes that the employment of relatives can create circumstances of conflict of interest, as well as circumstances adverse to a good working relationship and atmosphere. Therefore, while the hiring of relatives is not proscribed, it is limited by the following provisions:

1. No employee of a Catholic school shall directly hire, directly supervise, or directly evaluate his/her own relative.
2. Relative, as defined in this policy, shall include spouse, parent, children, and siblings.

Revised August 8, 2007

May 7, 2004

PERSONNEL: Hiring of Educational Personnel

The school administrator is to review applications, screen and interview educational personnel candidates and make recommendations to the pastoral authority (pastor) for hiring.

Confidential records, letters of recommendation, etc., in the hiring of educational personnel are to be shared by the administrator, pastoral authority (pastor) and diocesan administrators only.

The school administrator/principal is responsible for thoroughly interviewing qualified potential teachers in the light of the local school goals and needs and diocesan policy and regulations.

The pastor might choose to be involved in the interview with the school administrator/principal, might request a separate interview, or could rely totally on the school administrator's/principal's judgment. The pastor must approve the hiring of all personnel, and his signature is the legal signature for the parish on any contract.

When interviewing at the local level, the applicant provides for the local school:

1. A copy of college transcripts;
2. A copy of the application form. A resume may be appended, if desired;
3. A copy of three (3) original, hand-signed written letters of recommendation, one of which must be from a pastor or minister;
4. A copy of state certification.

Before offering a job, the school administrator, in addition to any other reference checks, shall: (1) contact the most recent employer of the potential candidate; (2) a pastor or cleric for personal reference; (3) two other professional references.

Also, unless the teacher has been previously interviewed or employed by the diocese within the last 3 years, the school administrator must send to the Catholic School Office the Teacher Hire Checklist (See Appendix #4110) along with the official documents required in DSR #4105.

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May 7, 2004

PERSONNEL: State Certification

Professional standards for teachers in Catholic schools are to be commensurate with the standards required for Missouri certification. Applicants who are certified in other states must apply for and complete Missouri certification as soon as possible. (See Appendix #4111.)

PERSONNEL: State Certification

Teachers not certified in the main area they are to teach must be interviewed and approved by the superintendent of Catholic schools before being offered a contract.

Revised August 12, 2008

May 7, 2004

PERSONNEL: Religious Education Certification

All teachers must work toward and attain the appropriate level of religious education certification according to the norms established by the Diocese of Jefferson City. Only practicing members of the Catholic faith may teach formal classes of religion.

Those teachers of other faiths, because they are responsible for faith community within the school for integrating Catholic/Christian values into the total curriculum, must have or acquire a basic understanding of Catholic belief, practice, and worship and religious education certification as specified by the Diocese of Jefferson City.

In addition to teachers attaining the required levels of certification, the school administrator/principal will also provide opportunities for continued spiritual growth.

All teachers in the diocesan schools earn the Initiate level within the first year from date of hire and the Apprentice level of certification within seven years. (See Appendix #2109.)

PERSONNEL: Religious Education Certification

If a teacher does not attain the required certification within the specified time, the teacher will not be offered a contract for the following year.

PERSONNEL: Continuing Development in Catechesis

The policy on continuing catechetical development requires schools to schedule a workshop in a predetermined area of concentration each year. The areas of concentration would rotate over a six-year cycle with all schools addressing the same area in a particular year. Each of the workshops could be completed in a 3-hour period of time. The workshops could be scheduled at orientation meetings at the beginning of the year or at in-service meetings at some point during the year on an early release day or days. The 3-hour timeframe could be scheduled in one session or divided into two one and one half hour sessions. **Continuing development workshops may not take place on the faculty retreat day. Attendance at the Religious Education Institute or an alternative to the Institute does not fulfill the requirement for continuing development.**

(See Appendix #2110 for details.)

August 9, 2007

May 7, 2004

PERSONNEL: Professional Growth and Organizations

A. Professional Growth

The teacher is responsible for continuous professional growth through reading, consulting, planning, and participating in inservice events as well as through the professional growth process which accompanies evaluation.

Eight days per year are specified for professional development. These days are an important and integral part of the school year. Full participation in eight complete days is required for all full-time faculty members; part-time teachers are to participate as fully as possible in all faculty inservice opportunities. In terms of salary and leave considerations, inservice days will be treated the same as teaching days.

The annual school calendar specifies the distribution of these days on the diocesan level and local level. Diocesan inservice includes event such as the annual Diocesan Teachers' Institute and Religious Education Institute. If a local school opts not to participate in the Religious Education Institute, a full day of local inservice is to be set aside for inservice in religious education. Local inservice includes days such as orientation sessions, parent/teacher/student conferences, faculty meetings, workshops, retreat days, professional meetings, and in-school workdays. A local or regional retreat day is also to be scheduled according to annual diocesan guidelines from the Catholic School Office.

B. Professional Organizations

The Catholic School Office encourages teachers to join appropriate professional organizations and utilize the benefits of membership so they may broaden their scope of important research and trends in teaching. The benefits of institutional membership in the National Catholic Education Association (NCEA) extend to all members of the faculty and staff.

PERSONNEL: Recording Professional Growth

The local school administrator is responsible for recording professional growth annually for the purposes of fulfilling a teacher's continuing state certification.

August 9, 2007

May 7, 2004

PERSONNEL: Contracting Teachers

The teacher contract is an agreement by and between the educator and the Diocese of Jefferson City. The pastor is the agent at the local level; the superintendent of Catholic schools is the bishop's representative at the diocesan level. The contract is not accepted and binding on any party until it has been signed by the bishop or his delegate.

Three copies of the contract form provided by the Catholic School Office are signed by the teacher - lay and religious, full and part-time – and by the pastor and school administrator/principal. Then the three copies are promptly forwarded to the superintendent of Catholic schools for a final signature and acceptance by the diocese. Two copies are returned – one for the teacher and one for the local file. One copy is retained in the teacher's personnel file in the Catholic School Office.

Religious sign a "service agreement for religious". Stipend payments are made to the order of the religious community, with or without the name of the individual religious printed on the check.

PERSONNEL: Contracts/Service Agreements

All educational administrators and teachers in Catholic educational institutions in the Diocese of Jefferson City shall be under contract or service agreement forms approved by the diocesan bishop and supplied by the Catholic School Office. No other employment contracts or service agreements are recognized or valid. (See Appendix #4115 for sample.)

PERSONNEL: Term of Teacher Contract

The term of the teacher contract is one full year, from July 1 through June 30th of the academic year specified in the contract. Days of service are specified in the current year's school calendar. The term of a contract of a teacher who begins mid-year extends through June 30th.

Renewal is solely by means of a new contract executed by both parties for a subsequent school year.

The teacher serves a probationary period during the first ninety (90) service days of the contract, if the school term covered by the contract is the teacher's first year of service as a teacher in that school.

PERSONNEL: Form I-9

All employees, contractual and non-contractual, are to fill out an Employment Eligibility Form (Form I-9). The forms for such employees can either be retained in the employee's personal file or in a separate file. (See Appendix #4117 for sample form.)

PERSONNEL: Health Requirement

After an employee receives an initial offer of employment, but before the employee begins working, each school shall require some form of assurance that the employee is free from any disease that could threaten the health of the students or hinder the staff member from effectively performing required duties. The assurance must be signed by a physician and must be dated within the first ninety (90) days of initial employment. This report is to be placed in the employee's confidential medical file. The employee can't be required to pay for this. All staff members must have current records (every three to five years) of a medical exam and TB test and/or chest x-ray on file. (A sample form is in Appendix #4120.)

PERSONNEL: Renewal/Non-Renewal

There is no tenure, implied or otherwise, in the Diocese of Jefferson City. Each contract is for one year, and there is no obligation to renew a contract. Renewal is solely by means of a new contract executed by both parties for one year. The repeated issuance of an annual contract does not imply the granting of tenure.

PERSONNEL: Renewal/Non-Renewal

The teacher is to be notified in writing no later than March 15 of the current contract year of the renewal or non-renewal of the contract, unless exceptional circumstances exist which justify notification after that date. The superintendent of Catholic schools will have sole discretion to determine whether exceptional circumstances exist. The new contract is to be signed by the teacher no later than April 15. In the event a teacher fails to return a signed contract by April 15, the offer becomes null and void, and the parish and Diocese of Jefferson City no longer have an obligation to offer another contract.

PERSONNEL: Termination/Non-Renewal/Layoff Decisions

The termination, non-renewal or layoff of school personnel in the Diocese of Jefferson City occurs at the local level, but approved by the superintendent of Catholic schools. It is the responsibility of the administrator to make recommendations for the termination, non-renewal, or layoffs to the pastor.

PERSONNEL: Termination/Non-Renewal/Layoff Decisions

Prior to any consideration of the termination, non-renewal, and/or layoff of any educational personnel, the pastor and/or school administrator/principal shall consult with the superintendent of Catholic schools and receive prior approval and guidance.

PERSONNEL: Reduction in Force

If a decrease in school enrollment or programs necessitates a reduction in teaching staff, multiple factors are to be included in deciding which teachers are to receive contracts. These include, but are not limited to: length of employment; expertise; experience; recent evaluations; quality of teaching performance; specific qualifications needed; and the discretion of the school administrator/principal.

Should a closing of a school occur after contracts have been issued/signed, the contracts will be considered void, and the school will make efforts to procure employment in a neighboring Catholic school.

If the student population declines or financial constraints are present, the parish and diocese can make teacher contracts null and void.

PERSONNEL: Contract with Addendum

If some aspects of a teacher's service have been unsatisfactory, but the school wishes to extend a contract to the teacher, an addendum approved by the superintendent of Catholic schools can be attached to the contract which clearly indicates requirements for continued employment.

PERSONNEL: Re-employment after Military Service

All schools within the Diocese of Jefferson City will provide military leave and re-employment following military leave to employees in accordance with all applicable federal and state laws.

PERSONNEL: Contract Modifications

In situations where there is a request for a contract modification, the superintendent of Catholic schools is to be notified immediately. Contract modifications include, but are not limited to:

1. Adding or deleting teaching and/or coaching duties;
2. Raising or lowering salaries;
3. Adding, deleting or altering fringe benefits;
4. Resignations from the contract;
5. Leaves of absence from the contract.

PERSONNEL: Contract Modifications

Only modifications approved by the bishop or the superintendent of Catholic schools are valid.

The diocesan uniform contract modification form must be used in all cases. (See Appendix #2132.)

August 17, 2004

May 7, 2004

PERSONNEL: Liability for Anticipatory Breach

In the event a teacher contract is terminated by the teacher, without just cause (which shall be determined by the superintendent of Catholic schools at his/her sole discretion), prior to the commencement of the contract term, the teacher shall be liable to and pay the Diocese of Jefferson City as liquid damages, a sum contingent upon the date of the breach of contract: five hundred dollars (\$500.00) if the breach is prior to May 1st; seven hundred fifty dollars (\$750.00) if the breach occurs between May 1st and May 31st; and one thousand dollars (\$1,000.00) if the breach occurs between June 1st and June 30th. Thereafter, the sum is equal to 5% of the teacher's annual contract and is to be paid to reimburse the parish for its costs, damages, losses, and expenses in employing a replacement teacher. Arrangements must be made for payment for this breach before the teacher is released.

PERSONNEL: Liability for Anticipatory Breach

The breach of contract fee can only be modified or waived by the diocese.

PERSONNEL: Defaults

A teacher shall be deemed to be in default under the contract in the event of any breach of duty hereunder, including, but not limited to the following:

1. Failure to perform or neglect of duties;
2. Unprofessional conduct;
3. Insubordination;
4. Falsification of employment application or other documents; or other misrepresentation;
5. Knowing violation of a reasonable rule of the school;
6. Unsatisfactory attendance;
7. Reporting to work impaired by alcohol or illegal drugs, the consumption of alcohol or illegal drugs, or the sale of alcohol or illegal drugs on employer's premises during school hours and/or at school sponsored activities for students;
8. Conduct endangering the safety of students or others;
9. Cohabitation without being legally married;
10. Dishonesty, including falsifying records of any kind;
11. Insubordination (failure to comply with a direct order of a supervisor);
12. Unauthorized possession of the property of a co-worker's, the school's, the diocese's, etc.
13. Refusal to cooperate in an investigation by the school or diocese, including refusal to take a drug or alcohol test when requested to do so;
14. Job abandonment, (i.e., leaving the school's or diocese's premises while on duty);
15. Misuse of the school's or diocese's equipment and/or property;
16. Use of the school's or diocese's name or letterhead for personal reasons;
17. Breach of confidentiality;
18. Any conduct, in or out of school, tending to reflect discredit or scandal on the teacher or the school or tending seriously to impair the teacher's continued effectiveness as a teacher, any personal conduct or lifestyle at variance with the policies of the Diocese of Jefferson City or the moral or religious teachings of the Roman Catholic Church;
19. Any violation of contract.

On any such default, the school administrator/principal and the pastor may, with the approval of the superintendent of Catholic schools, at their discretion and without notice, suspend or terminate the employment of the teacher.

PERSONNEL: Termination/Transfer of Employment Form

Whenever a teacher resigns, is dismissed, transfers to another Catholic school in the Diocese, or a new contract is not presented, the school administrator/principal shall complete the Separation of Employment Form and return it to the Catholic School Office. (See Appendix #4135.)

Revised August 12, 2008

May 7, 2004

PERSONNEL: Guidance Counselors

Guidance counselors are to be practicing Catholics and have a working knowledge of Church teaching on issues of the Church. The requirement to be a practicing Catholic applies to counselors hired after May 1, 2004.

PERSONNEL: Substitute Teachers

Standards for substitute teachers are to be commensurate with state requirements. (60-110 semester hours for 45 days per year; 120 and up for 90 days per year). If a substitute teacher is not available, a paraprofessional (21 years or older) must be assigned to the classroom. Substitutes need not follow the application procedures stipulated for regular teachers.

PERSONNEL: Substitute Teachers

Regular substitutes are required to take the Protecting God's Children training.

PERSONNEL: Preparation for Substitutes

Each teacher prepares, in accordance with school procedures, a packet of materials for use by a substitute. This includes some lesson plans appropriate for any time of year, seating charts, list of specific student needs and/or medical conditions, directions for classroom management and important school procedures.

PERSONNEL: Supervision of Students

The supervision of students is a priority of the school. Supervision is both a mental and physical act and is to occur when the teacher is in or out of the classroom. The teacher will ordinarily be present in the classroom or other supervisory position at all assigned times, implementing all applicable school rules. Normally, students are never to be left unsupervised.

PERSONNEL: Accident Reporting

Local procedures shall be established for accidents and include provisions such as the following:

1. Ordinarily, no school personnel should move a seriously injured person.
2. The supervisor should remain with the injured person and send a student, if another adult is not available, with the message to call an ambulance and/or to procure other needed help.
3. The school administrator/principal is to document the events with involved persons writing and signing statements, and retain this documentation in the school's accident log.

PERSONNEL: Supervision and Evaluation of Teacher

All faculty members are supervised and evaluated in accordance with diocesan policy.

The school administrator/principal, in compliance with Missouri certification requirements, provides professional assistance to teachers. To keep informed about the instruction within the school, the school administrator/principal supervises full- and part-time teachers. The performance-based supervision includes formal visits (with pre- and post- conferences) as well as informal classroom visits with some brief form of follow up. Records of these visits are shared with each teacher and then kept in the respective teacher's file. These visits focus on formative evaluation and the professional growth of the teacher.

In addition to regular supervision throughout the year, the school administrator/principal is responsible for a Summative Evaluation. This is an annual summary of the professional performance of each teacher, which is completed by June 15 each year. A copy of this evaluation, signed by school administrator/principal and teacher, is retained in the teacher's file, the original copy is sent to the Catholic School Office, and a copy is given to the teacher. (A copy of the Summative Report is in Appendix #4320.)

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Revised August 9, 2007

May 7, 2004

PERSONNEL: Record Keeping and Grading

Teachers are responsible for keeping accurate grading records on student performance and for accounts on permanent attendance records and permanent grade records. To document that essential content has been taught and students have been evaluated justly, if that should prove necessary, teachers' lesson plan books and grade books are the property of the school and shall be retained for either five years or until the year following students' graduation. Storage and other procedures will be specified by the school.

PERSONNEL: Diocesan File

The superintendent maintains an active file on every teacher employed in the diocesan schools. This file contains the following:

1. The teacher's original application papers and references;
2. Original or certified transcripts from colleges and universities;
3. Original copies of Missouri and religious education certificates;
4. Copies of annual contracts and/or service agreements;
5. Annual evaluations;
6. Three (3) original, hand-written letters of recommendation, one of which must be from a pastor or minister;
7. Other records and/or correspondence pertinent to the teacher's position and service in the diocese;
8. Summaries of interviews.

To keep the diocesan file current, each teacher is responsible for submitting official transcripts of any course work and/or a copy of any certificate earned after the original application.

Whenever a teacher leaves employment of the school, the teacher's file is placed in the inactive file. Original certificates are returned upon request and copies made for the file.

Any and all employee medical records and information shall be kept in a confidential employee medical file. Employee medical records and information should not be placed in an employee's personnel file. Employee medical records and information should be kept in a separate, locked cabinet apart from the location of personnel files, and a specific person should be designated as having access to the medical files. Disclosure of medical information must be limited to administrators or other supervisors who may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations. In addition, emergency personnel may be informed, when appropriate, if the employee might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuations.

All personnel records shall be generally considered confidential and shall be safeguarded from review by unauthorized persons.

No information regarding employees shall be released to any other employer unless a written request is received from such employer and the employee consents in writing to the release of such information. All such information released shall be released only in writing.

No records of current or past employees shall be discarded unless approval is given by the superintendent of Catholic schools.

Revised August 12, 2008
Revised August 12, 2005

May 7, 2004

PERSONNEL: School File

A personnel folder for each staff member shall be kept at the local school. This folder should include the following records:

1. Copy of the diocesan teacher application;
2. Copy of Missouri and other state certification;
3. Three (3) original, hand-written letters of recommendation, one of which must be from a pastor or minister;
4. Summaries of interview;
5. Record of religious education certification;
6. Transcripts;
7. Current leave status form;
8. Teacher professional growth plans;
9. Classroom observations records;
10. Summative reports;
11. Record of annual professional development;
12. I-9 form (See Appendix #4117.);
13. Copies of contracts, service agreements;
14. Records of leaves and absences;
15. Record of all in-service teaching.

Any and all employee medical records and information shall be kept in a confidential employee medical file. Employee medical records and information should not be placed in an employee's personnel file. Employee medical records and information should be kept in a separate, locked cabinet apart from the location of personnel files, and a specific person should be designated as having access to the medical files. Disclosure of medical information must be limited to administrators or other supervisors who may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations. In addition, emergency personnel may be informed, when appropriate, if the employee might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuations.

No information regarding employees shall be released to any other employer unless a written request is received from such employer and the employee consents in writing to the release of such information. All such information released shall be released only in writing.

No records of current or past employees shall be discarded unless approval is given by the superintendent of Catholic schools.

Revised August 12, 2008

May 7, 2004

PERSONNEL: Personnel Records

Employee personnel files are kept on each employee. These files are the property of the Diocese of Jefferson City and the Catholic school and parish at which the employee is employed. Employees are not entitled to review the personnel files or obtain copies of documentation within the personnel files. However, upon request, teachers may be given a copy of any correspondence and/or document that carries the employee's signature and copies of any licenses or certificates that have been placed in the file. Upon leaving a school, the original copies of licenses and certificates may be given, provided a copy is retained by the school.

Requests to review any other records or documents must be made directly to the superintendent of Catholic schools. Such requests can be denied.

PERSONNEL: Lay Salaries

A lay teacher salary scale shall be set at the local level in accordance with the established diocesan directives:

1. At the local level a salary scale is established that is 85% parity of the previous fiscal year's public school scale. If a school serves students that reside in multiple districts, the local school board adopts a policy identifying the school district(s) from which the school's salary scale is developed.
2. A year's experience is credited to teachers whose assigned time (teaching, supervision, planning) is more than twenty hours a week for a full year and to teachers who have held a full-time position for more than half of the school year. In cases where time is less than half day or half year, two such years shall comprise one years experience on the salary scale.
3. The salary scale may require that teachers meet appropriate levels of state certification before moving to higher levels on the scale.
4. Initial placement on the salary scale may be negotiated by the school administrator/principal and pastor upon issuance of the first contract.

PERSONNEL: Religious Compensation

Compensation for vowed religious is determined by the bishop in consultation with an appointed ad hoc committee. Payments for stipends are made to the order of the religious community with or without the name of the individual vowed religious on the checks.

PERSONNEL: Substitute Teacher's Salary

A teacher employed as a “per diem” substitute should have the requisite teaching qualifications. The amount paid will be determined by each school. Ordinarily payment is made from the same account used for regular teachers’ salaries.

PERSONNEL: Jury Duty

An employee will suffer no loss of salary as a result of jury duty. The person is paid his/her regular salary for each day of jury duty..

PERSONNEL: Health Insurance: Teachers

Diocesan group health insurance is available for full-time teachers. (See Appendix #2520 for summary.) All persons teaching full-time (at least twenty hours per week) for the academic year shall be eligible for health insurance coverage as specified in the diocesan plan for the term of the teacher contract, normally a twelve month period. To specify:

1. For a teacher new to the Diocese of Jefferson City schools: Health insurance coverage begins on the first of the month after thirty days employment. (See Employee Health Care Plan.) Normally this is September 1 since contract service dates are dated as of August 1. Information regarding the Employee Health Care Plan is provided to each teacher upon initial employment.
2. For teachers receiving a new contract for the succeeding year: There is no break in health insurance coverage during the summer or for teachers serving under two successive contracts for the same school or when moving from one diocesan school to another. In an instance where a teacher transfers from one school to another, the first school pays insurance premiums thru August 31, the second school assumes payment for September coverage and thereafter.
3. For teachers terminating employment: For teachers leaving the employment of the diocese mid-year, insurance benefits continue until the last day of the month immediately following the end of employment. For teachers completing an annual contract, this day is August 31.

As customary, benefits are not included for teachers who teach less than 20 hours per week.

Schools are in compliance with federal regulations regarding insurance coverage upon retirement/termination.

PERSONNEL: Annual Allowance: Teachers

The school shall allow full-time teachers up to ten (10) days of leave with pay each year, if needed. These days may be used for personal illness or for any critical illness, death or funeral of a member of the teacher's family. One of the ten days may be used for personal leave during a school year. At the discretion of the administrator/principal, more than one of the ten days may be used for personal leave. After all sick leave has been used, a full day's pay shall be deducted from the teacher's salary for each day missed. A proportionate amount of leave shall be offered for part time teachers (e.g., a half time teacher is allowed up to five days or ten half days; one of the half days may be used for personal leave; the remaining days are limited to cases of personal illness or critical illness/death in the family).

If the contract is terminated before completion of term, or if the teacher is hired after the first day of school, the teacher may take one (1) day of sick leave per seventeen (17) current year contract days worked, up to a maximum of ten (10) days.

The school pays for any needed substitute to replace a teacher using allowed leave days.

PERSONNEL: Accumulation of Leave: Teachers

A total of thirty (30) days leave may be accumulated within the same school in addition to the current year's allowance. With the ten (10) allowed days annually, the maximum for a year is forty (40) days. If desired, a school may give a bonus for unused leave.

The school may adopt a policy permitting teachers to release some of their sick days to a colleague. If so, the general conditions and requirements are to be clearly stated and must be reviewed in advance by the superintendent of Catholic schools.

PERSONNEL: Prolonged Absenteeism: Teachers

If a teacher exceeds the annual or accumulated leave or the personal leave allowance and is granted additional leave, with approval of the school administrator/principal, the salary for each day of absence will be withheld in accordance with the individual teacher's daily wage scale. In cases where the Family Medical Leave Act has been granted, leave is without pay. However, an alternate procedure may be used; e.g., the teacher's salary may be adjusted only to the extent needed to compensate for the cost of the substitute.

Chronic absenteeism shall be a factor considered in determining whether a new contract will be presented. In cases of chronic or excessive absenteeism for other reasons, the pastor and school administrator/principal, with the approval of the superintendent of Catholic schools, may terminate the teacher. A school administrator/principal, at any time, may require a doctor's verification for an absence.

PERSONNEL: Family and Medical Leave

Definition and Purpose

The Family and Medical Leave Act of 1993 (FMLA) is a federal statute that requires employers to provide eligible employees with up to twelve (12) weeks of unpaid leave during any 12-month period under certain circumstances. This policy explains the conditions under which an employee may request time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work. To determine the amount of FMLA leave to which an employee is entitled, the 12-month period is measured backward from the date that the employee uses any FMLA leave. In other words, any FMLA leave that was taken by the employee during the 12 months preceding the date that the employee takes additional FMLA leave will be counted to determine the amount of FMLA leave remaining.

Leave may be taken for the following reasons:

1. On the birth of an employee's child;
2. On the placement of a child for adoption or foster care with an employee;
3. When an employee is needed to care for a child, spouse, or parent who has a serious health condition; or
4. When an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition.

Eligibility

To be eligible for leave under this policy, an employee must have been employed by the parish for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave.

Notification and Reporting Requirements

To request leave, an eligible employee must complete and submit to the parish a Notice of Request for a Family and Medical Leave of Absence Form. This form must be completed in detail, signed by the employee, and submitted to the school administrator/principal and pastor for approval.

When the need for leave is foreseeable, such as the birth of a child, the placement for adoption or foster care of a child, or planned medical treatment, the employee must provide a minimum of thirty (30) days advance notice or as much advance notice as possible under the circumstances when requesting leave. When the need for leave is not foreseeable, the employee is expected to give notice to the parish within no more than one or two working days of learning of the need for leave.

The parish will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. Following a request for leave, the employee shall obtain a Certification of Healthcare Provider Form from the parish and shall have the attending health care provider complete the form. For leave for an employee's illness, the certificate must state that the employee is unable to perform at least one of the functions of his or her position. If the employee is requesting intermittent leave or leave on a reduced-leave schedule for planned medical treatment, the certificate must state the dates on which such treatment is expected to be given and the duration of the treatment. For leave to care for a child, spouse, or parent, the certificate must include an estimate of the amount of time that the employee is needed to provide such care.

The employee must return the fully completed certification form to the school administrator/principal by no later than 15 days after his or her notice to the parish of his or her need for a leave. The parish may also require a second medical opinion and periodic re-certifications at its own expense. If the

first and second opinions differ, the parish may require the binding opinion of a third health care provider, approved jointly by the parish and the employee and paid for by the parish. In addition, the parish may require periodic reports during FMLA leave regarding the employee's status and intent to return to work.

To return to work, the eligible employee should contact the school administrator/principal at least two weeks in advance of his or her leave's conclusion to coordinate his or her reinstatement. In addition, an employee resuming work after a leave because of his or her own serious health condition must give the parish a written certification from his or her attending health care provider. Certification must include the health care provider's opinion as to the employee's fitness to perform his or her job duties. The employee must furnish such a fitness or duty certification to the parish by no later than the date of his or her return to work. The employee's failure to supply such a certification shall cause delay or denial of his or her reinstatement and may result in termination of the employee's employment.

An employee's failure to provide a timely notice of his or her intention to take leave, or the failure to provide the required certifications of the attending health care provider may cause delay or denial of the leave which may result in termination of the employee's employment.

The employee should make an effort to schedule leave so that it does not unduly disrupt school operations when possible.

Intermittent or Reduced Leave

Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his or her spouse, child, or parent. If an employee requests a leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, and the leave is either in order to care for a spouse, child or parent who has a serious health condition, or because of the employee's own serious health condition that makes the employee unable to perform the functions of his or her position, then the parish may require the employee to: (1) take one interrupted period of leave for the duration of the planned treatment; (2) transfer temporarily to an available alternative position offered by the parish for which the employee is qualified that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular position of the employee.

Special Leave Periods for Educators Near the Conclusion of an Academic Term

The following rules shall apply with respect to periods of leave near the conclusion of an academic term:

- (1) Leave more than 5 weeks prior to end of term:
If the educator begins FMLA leave more than 5 weeks prior to the end of the academic term, the parish may require the educator to continue taking leave until the end of such term, if the leave is of at least 3 weeks duration, and the return to employment would occur during the 3-week period before the end of such term.
- (2) Leave less than 5 weeks prior to end of term:
If the educator begins leave for the birth of the educator's child or the adoption or foster care placement of a child with the educator, or to care for a spouse, child, or parent who has a serious health condition during the period that commences 5 weeks prior to the end of the academic term, the parish may require the educator to continue taking leave until the end of such term, if the leave is of greater than 2 weeks

duration; and the return to employment would occur during the 2-week period before the end of such term.

- (3) Leave less than 3 weeks prior to end of term:
If the eligible educator begins leave for the birth of the educator's child or the adoption or foster care placement of a child with the educator, or to care for a spouse, child, or parent who has a serious health condition during the period than commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the parish may require the educator to continue to take leave until the end of such term.

If an educator is required to take leave until the end of an academic return, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA entitlement.

Spouses Combined Leave

Spouses who are both employed by the parish are entitled to a joint total of 12 weeks' leave (rather than 12 weeks each) for the birth or placement for adoption or foster care of a child or for the care of a sick parent . For any other qualifying FMLA reason, each spouse will be entitled to the full 12 weeks of FMLA leave, or that portion of leave remaining in the relevant 12-month period.

Coordination of Unpaid Leaves with Paid Time Off

In connection with any leave taken under this policy, an eligible employee must also use any available paid time off, such as any one or more of accrued sick leave, personal holidays, paid holidays, or workers' compensation leave. Upon the exhaustion of such paid time off, any remaining FMLA leave shall continue without pay. In addition, FMLA leave will run concurrently with any other type of paid or unpaid leave.

Status of Employee Benefits During Leave of Absence

Health Insurance. Group health care coverage will continue for employees on leave as if they were still working. Employees who are granted an approved leave of absence under this policy are advised to arrange to pay their share of premiums during the absence. If the leave is paid, premiums will continue to be paid through payroll deductions. If the leave is unpaid, employees are responsible for making sure the parish receives premium payments by the normal payroll dates.

Recovery of Premiums. If an employee chooses not to return to work, or does not stay at work for at least 30 days upon return (for reasons other than retirement), after an approved unpaid leave of absence, the parish may recover from the employee the cost of any payments made to maintain the employee's health insurance, unless the failure to return is because of a serious health condition or reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day before the start of the unpaid absence.

Job Restoration

Following a FMLA leave, the parish will restore an eligible employee to his or her job or to an equivalent position. If, however, a reduction in force, reorganization, closing, cessation of operations, or other event has eliminated the employee's job, then the parish will no longer have an obligation to reinstate the employee under the FMLA.

PERSONNEL: Special Paid Leave for Biological Birth and Infant Adoption When the Employee is the Primary Caregiver

For a full-time and regular part-time employee, a leave is granted to an individual for up to eight weeks, whereby one's position is guaranteed for that length of time. In the event that an extended period of time is needed, a written report must be given by one's physician, and each case will be evaluated on an individual basis.

Negotiations for such leave are made with the immediate supervisor and the chancellor. First, any sick leave that has been accumulated must be used for this purpose. Compensation for full-time employees for leave shall be computed as follows:

1. Employees who have been regularly engaged for a period of one (1) year shall receive pay the equivalent of one (1) forty (40) hour workweek.
2. Employees who have been regularly engaged for a period of two (2) years shall receive pay the equivalent of two (2) forty (40) hour workweeks.
3. Employees who have been regularly engaged for a period of three (3) years shall receive pay the equivalent of three (3) forty (40) hour workweeks.
4. Employees who have been regularly engaged for a period of four (4) or more years shall receive pay the equivalent of four (4) forty (40) hour workweeks.

PERSONNEL: Retirement Benefits: Teachers

Diocesan retirement benefits apply, as appropriate, to eligible lay and religious employees. In general, lay persons are eligible for retirement benefits beginning the first of the month following the first day of service, provided the employee is 21 and works at least half time as defined by the plan document. Benefits vest over a six (6) year schedule (see Appendix #4540 for details.) Benefits for religious are paid directly to the religious community.

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May 7, 2004

PERSONNEL: Workmen's Compensation

Full coverage and protection are provided for all employees in accordance with the Workmen's Compensation Law. In case of accident or sudden illness on the job, employees must notify their immediate supervisor without delay. A report must be completed by the supervisor within seven work days, be signed by the pastor, and submitted to Winter-Dent and Company, PO Box 1046, Jefferson City, MO 65102-1046.

PERSONNEL: Life Insurance: Teachers

Life insurance is an added benefit for employees who are eligible to be covered by the diocesan group health insurance plan. Life insurance benefits are summarized in Appendix #2520.

August 18, 2004

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PERSONNEL: Other Benefits: Teachers

The local school board may establish a policy which determines whether other benefits will be offered to the faculty, e.g., an allowance for further study or school lunches. If so, the general conditions and requirements are to be clearly stated on the contract.

PERSONNEL: Liability Insurance

The school and its employees are to take all necessary precautions and safety measures to limit any liability the school or personnel may have. However, the Diocese of Jefferson City carries liability insurance in the event that there is an incident for which the school and/or parish could have some liability.

When an entity outside the parish uses school facilities, that entity is to have its own insurance so that the school/parish will not have the responsibility for those using its premises.

PERSONNEL: Unemployment Compensation Exemption

Catholic schools in the Diocese of Jefferson City are exempt from the unemployment compensation laws.

PERSONNEL: Other Benefits - Employees Other than Teachers and Administrators

Diocesan group health insurance is available for full-time (at least twenty hours per week) employees. Such persons become eligible employees on the first day of the month following completion of thirty days of continuous employment. If the employee wishes to have dependent coverage, the employee pays the cost of that coverage. Employees who have a summer break but who will be continuing employment are eligible for coverage during this period. (See Appendix #2520 for a fuller summary.)

For an enrollee of the diocesan group health insurance who ceases to be an eligible employee or a dependent at the end of the school year, coverage terminates at the end of the month following the school year in which the person ceases to be an eligible employee or dependent. If such a person does not wish coverage to extend beyond the normal termination date, the person must write that request to the Diocesan Health Care Plan, P. O. Box 104900, Jefferson City, MO 65110.

The following policies, described in the section on teachers, apply to other staff members also:

- 4515 Jury Duty
- 4536 Family Medical Leave Act
- 4537 Special Paid Leave for Biological Birth and Infant Adoption When the Employee is the Primary Caregiver
- 4540 Retirement Benefits
- 4545 Workmen's Compensations
- 4550 Life Insurance
- 4560 Other Benefits
- 4570 Liability Insurance
- 4580 Unemployment Compensation Exemption

Arrangements for leave for other staff members are determined locally.

PERSONNEL: New Teacher Formation

All teachers new to the Diocese of Jefferson City are to attend the required two formation days for teachers new to the diocese. If they are hired after this session takes place, they are to attend the sessions the following year. For purposes of this regulation, teachers will be considered new to the diocese if they have not been employed by the diocese within the previous three years.

PERSONNEL: Mentor

New teachers are to have an experienced teacher, assigned by the school administrator/principal, as a mentor for two years.

PERSONNEL: Personal Appearance

The appearance, dress, and grooming of individual staff members at school are to be appropriate to the Catholic teaching profession and set a positive example of good taste. Teachers are to be aware that extremes in dress or appearance may have a negative effect on their role in the classroom and upon the image of the school in the community. Dress which calls undue attention is not acceptable.

The staff's appearance, dress and grooming must be professional and appropriate to the education profession. Jeans, sweats, shorts, and other similar items of leisure clothing are not considered appropriate dress for the normal performance of duties and diocesan meetings.

PERSONNEL: Outside Professional Service

If a teacher would be contracted to give professional service to a different school, school system, or agency during school time, the teacher may:

1. Use his/her one personal leave day and retain the stipend for the service;
2. With the approval of the school administrator/principal, the teacher may forego his/her salary for such a day, ask the school to pay a substitute, and keep the stipend for the service;
3. Reach consensus with the school administrator/principal and pastor about another plan that does not penalize the school or the students.

The number of such days will be limited for the sake of instructional continuity.

PERSONNEL: Electronic and Telephonic Communications

All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems, as well as any software and business equipment, including, but not limited to facsimiles, telecopiers, copy machines, telephones, voice mail, computers, printers, E-mail systems, and Internet systems, are Diocese property and as such are to be used primarily for job-related purposes.

Employees who choose to use any of the above for personal purposes do so at their own risk and with the understanding that the Diocese or local school may monitor the use of such equipment from time to time. This may include inspecting, retrieving or downloading current, stored or deleted material. Improper use of the E-mail or Internet systems, including the spreading of offensive jokes or remarks in violation of the Anti-harassment Policy, will not be tolerated. Transmission of material in violation of any federal, state or local laws or regulations is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or protected confidential material. Employees are prohibited from signing up for non-business mailing lists, downloading material not approved by the school administration and generating or sending unsolicited commercial E-mail. Employees are prohibited from creating, storing, transmitting, or purposely accessing pornographic, illegal, or otherwise offensive material. Using the Diocese computer systems to store personal data and to play computer games is not permitted. **Employees should understand that they waive any expectation of privacy with respect to anything they create, store, send or receive in connection with their use of Diocese electronic and telephonic communication systems. Employees who violate this policy are subject to disciplinary action, up to and including termination.**

All access codes for E-mail, Internet or other electronic communication systems are Diocese property. No employee may use an access code that has not been issued to the employee or that is unknown to the Diocese. Some information stored in a Diocese electronic communication system is of a sensitive nature, and access is restricted to specific employees. Employees are not permitted to access a file, retrieve any stored communication, or use any access code unless authorized to do so or unless they have received prior clearance from an authorized representative.

Through the above systems, the Diocese may provide employee access to the Internet or any other public electronic data communications network. The Internet represents a useful tool in conducting our business, but since it connects our communication systems with those outside the local school or Diocese network, it must be used cautiously and properly. External E-mail over the Internet offers broadly similar capabilities to our internal E-mail system, except that correspondents are not employed by the Diocese. Since external E-mail messages may contain information that the Diocese would consider to be offensive or inappropriate, or carry one or more attachments, including computer files, software programs, graphic images, or computer viruses, employees must assure that external E-mail received by them does not jeopardize the Diocese systems or violate the Diocese policies.

In accessing Internet Web sites, employees must remember that the owner or operator of such sites, or any other external system, may record information from and/or track a connection from one of our computers. Such sites may also deposit "cookies" or other electronic programs that identify our computers and system to that site. Other Web sites permit or may require registration, which is the electronic equivalent to leaving your business card or a telephone

message. Therefore, when using of the Internet you may be identifiable as an employee of the Diocese, and your actions may reflect upon the Diocese.

1. Teachers are to use the school/parish e-mail account for school matters. They are not to use their home or personal e-mail account for school matters. Using a personal account can give the appearance of secrecy.
2. Teachers shall communicate only about school/parish matters or matters that are appropriate to be discussed in school or the parish. They are to avoid any communication that might be construed as having sexual overtones. If a teacher receives an e-mail from a student containing inappropriate material, the teacher shall not reply to the email, but shall make and keep a copy of any such inappropriate communication and notify the school administrator/principal.
3. Teachers are to write as though they are certain that others will read what they write. Teachers are not to use instant messaging or put students on their "buddy list." If a teacher finds that a student has added him/her to his or her list, the teacher should ask that his/her name be removed and a written record of this request kept.
4. The school is to formulate a statement indicating whether or not the school chooses to limit the use of Internet, e-mail or other technology during school time to school curriculum related issues, matters and use.

PERSONNEL: Non-Contracted Personnel

All employees besides administrators and teachers in Catholic educational institutions shall be employees-at-will, subject to the policies, regulations, and guidelines of the Diocese of Jefferson City. They shall receive a Letter of Employment Form supplied by the Diocese of Jefferson City. (See Appendix #4701.)

PERSONNEL: Termination/Layoff of Non-Contracted Personnel

All terminations and/or layoff of non-contracted personnel must have the approval of the superintendent of Catholic schools, who must be consulted before a decision is made in this regard.

PERSONNEL: School Secretary

Every school is to have secretarial services. The duties will be specified by the school administrator/principal and may include the following:

1. To prepare all local, diocesan, and state reports for review and approval by the school administrator/principal;
2. To answer telephone inquiries;
3. To receive all visitors courteously;
4. To keep accurate school records;
5. To maintain school and personnel files;
6. To maintain an inventory of textbooks, teaching aids, and supplies.

The school secretary should receive a salary commensurate with his/her ability, experience, and work schedule.

PERSONNEL: Custodian

The pastor hires or delegates the school administrator/principal to engage a qualified custodial staff sufficient to maintain the school plant in a safe, clean, and attractive condition. The pastor designates, in consultation with the school administrator/principal, the person who will supervise the work of the custodian. Within the school, all requests for custodial service shall be channeled through the school administrator/principal who follows the specified procedures.

PERSONNEL: Paraprofessionals

The schools may engage paraprofessionals to assist the teaching staff. All paraprofessionals, whether salaried or volunteer, are to receive training and in-service preparation from the school administrator/principal and/or the teaching staff. Paraprofessionals are included in diocesan liability coverage, but are to be guided to take needed precautions.

PERSONNEL: Salaried Paraprofessionals

All paid paraprofessionals shall receive a salary commensurate with their educational background, training, ability, and experience.

PERSONNEL: School Lunch Personnel

School lunch personnel are employees of the school lunch program. They receive training and in-service preparation from the appropriate professional. School lunch personnel are included in diocesan liability coverage, but are to be guided to take needed precautions.

PERSONNEL: Volunteers

The Diocese of Jefferson City encourages the use of volunteers in our schools. Schools need to make sure that volunteers are people who in no way pose a danger to students or staff.

Regular volunteers are to fill out a Model Code of Pastoral Conduct form. (See Appendix #4750,) and are to fulfill the requirement and the “Protecting God’s Children” program.

When working in schools, volunteers should check in and out of the office when coming and leaving. Volunteers are required to follow school regulations and guidelines. The school can establish, with diocesan approval, specific regulations and procedures for volunteers.

Parents, grandparents, and others should be encouraged to volunteer their services to the school. Some suggestions for possible use of volunteers include supervision of lunchroom and/or playground, supervision of entrance to school, assistance in the dismissal of students, clerical and bookkeeping tasks, service in the library or resource room, supervision of students in computer or audio-visual resource areas, and service as teacher aides if they have received in-service training from the school administrator/principal or teaching staff.

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PERSONNEL: Coaches

Athletics are an important part of the Diocese of Jefferson City extracurricular activities. They help fulfill a Catholic school's mission of developing the mind, soul, and body of each child. Not only do athletics help develop and challenge the physical abilities of students, but they can be instrumental in teaching sportsmanship, fair play, and Catholic values in a non-classroom setting. The coaches, like teachers in a Catholic school, are also ministers of faith and can have a significant effect on a student's value system.

Therefore, coaches are to support and exemplify in conduct both Catholic doctrine and morality. He/she must be consistent, in expression and example, with the teaching and practice of the Catholic faith and shall not teach, advocate, encourage, or counsel beliefs or practices contrary to the Catholic faith.

In order to help coaches fulfill their duties and responsibilities in a satisfactory manner, schools should provide written job descriptions, containing a description of duties, responsibilities and expectations for all of their coaches in charge of teams, and give them annual evaluations.

Because of the physical activity involved in athletics, it is necessary that coaches take all reasonable precaution that injury to participants be avoided. Each coach is to be confident in his/her abilities, to be aware of safety concerns, and his/her knowledge as to the appropriate immediate response to an injury. The school administrator is to have reasonable assurance of the coach's ability to coach and be aware of safety and injury concerns.

Because of the influence of alcohol and tobacco on students in today's world, and because of the continued concern for the health and the safety of students, coaches (both head and assistants) are to refrain from alcoholic beverages and tobacco before or during any athletic activity in which they are supervising, including travel to and from games.

PERSONNEL: Anti-Harassment

The Catholic schools of the Diocese of Jefferson City acknowledge their continuing commitment to a work environment that is free from unlawful discrimination and any type of harassment, including sexual harassment. Each Catholic school prohibits any harassment of its employees by anyone, including any manager, director, supervisor, co-worker, vendor, student or visitor.

Harassment involves unwelcome conduct—whether verbal, physical or visual—which targets a person’s protected status, such as age, ancestry, citizenship, race, color, disability, national origin, religion, sex, veteran status, handicap or other categories protected by law. Each Catholic School forbids harassment, because it is not in keeping with the Gospel message of Jesus Christ and the standards of the Catholic schools of the Diocese of Jefferson City and it is unlawful and disrupts a proper working environment.

Sexual harassment deserves special mention. It involves any one or more of unwelcome sexual advances, requests for sexual favors, or other physical, verbal or visual conduct of a sexual nature in any one or more of the following circumstances:

- (1) An individual’s either stated or implied conditions of employment require her or his submission to such conduct;
- (2) The reason for an employment decision involves an individual’s submission to or rejection of such conduct;
- (3) Such conduct has either the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include any one or more of direct sexual propositions, sexual innuendo, suggestive comments, sexually oriented “kidding” or “teasing”, “practical jokes about gender-specific traits, foul or sexually oriented language or gestures, display of foul or sexually oriented printed or visual material, or physical contact, such as patting, pinching, or brushing against another’s body.

The policy of the Catholic schools of the Diocese of Jefferson City also prohibits other forms of harassment that create an intimidating, hostile or offensive work environment based on an individual’s other protected status such as race, religion, age, national origin, citizenship, ancestry, color, veteran status, handicap or disability. Each Catholic school prohibits any offensive comments, innuendo, jokes, or other activities, which target any one, or more of an individual’s protected statuses. This includes the display or distribution of offensive pictures and literature.

All Catholic school employees have the responsibility to make this anti-harassment policy effective upon experiencing or noticing any harassment of any type, the person must discuss it with his/her immediate supervisor (the school administrator/principal or the pastor), and then the superintendent of Catholic schools and/or chancellor is to be immediately contacted. If the alleged harassment involves the pastor or associate, then the superintendent of Catholic schools and/or chancellor is to be contacted first. Further investigation will be directed by the chancellor, superintendent of Catholic schools, or vicar for priests.

Each Catholic school investigates every harassment complaint thoroughly and promptly. All investigations will be conducted in a sensitive manner and, to the extent feasible confidentiality will be honored. The investigation and all actions taken will be shared only with those who have a need to know. The school will furnish the employee filing the complaint with a response as promptly as possible at the conclusion of the investigation.

If, after investigation the school determines that a supervisory or other employee has engaged in sexual or other forms of harassment, appropriate disciplinary action, up to and including termination, will be taken against the offending individual.

The Catholic schools of the Diocese of Jefferson City are committed to providing a harassment-free workplace and to this end prohibit any retaliatory action against employees who file a complaint under this policy or who assist in the investigation of a complaint under this policy.

If after investigation, the school determines that an employee has provided false information regarding the harassment complaint, appropriate disciplinary action, up to and including termination, will be taken against the employee who furnished false information.

The employee may appeal the decision by using the Procedure for Reconciling Differences.

PERSONNEL: Child Abuse

All diocesan school and parish personnel are to follow mandatory state reporting laws and to comply with diocesan procedures developed for their implementation. (See DSP #5810.)

PERSONNEL: Training for Protecting God's Children

All personnel, including regular volunteers and coaches, must complete in a satisfactory manner the Diocese of Jefferson City Training for Protecting God's Children within ninety days of employment.

Equivalent training from another diocese approved by the chancellor or review administrator is acceptable.

PERSONNEL: Code of Pastoral Conduct

All personnel must receive a copy of, read, and sign a verification form for the Code of Pastoral Conduct.

PERSONNEL: Grievance

Any serious grievance that cannot be solved through an informal process using the local chain of command (teacher, principal, pastor) shall be resolved through the Administrative Recourse Procedure. Since the parish school board is an advisory board, it is not part of the process of reconciling differences, unless a pastor decides to consult some or all of the board for advice on a serious issue. The Administrative Recourse Procedure shall constitute the exclusive method for resolving such disputes after informal attempts at reconciliation have failed. The parties are bound by its determination as final and binding. The Administrative Recourse Procedure is specifically limited to "Grievances" as defined within the Administrative Recourse Procedure policy and regulation.

See DSR 1901 for specific regulations regarding the procedure.

PERSONNEL: Penalty Status During Administrative Recourse

The penalty for a violation of a school or diocesan policy or regulation is to be enforced during the recourse procedure. However, a request can be made to the superintendent of Catholic schools to speed up the procedure. Either the person(s) registering the complaint or the person(s) to whom the complaint is registered can make this request. The request can be granted or denied.