

PERSONNEL POLICY MANUAL

For

Secondary Education School Principals

2021-2022

Archdiocese of Saint Louis

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Personnel

Witness Statement for Those Who Serve in Catholic Education	3100
Implementation of the Christian Witness Statement	3101
Equal Employment Opportunity	3200
HIRING OF RELATIVES	3300
Administrative Personnel	3400
Qualifications	3401
Application Process	3402
Contract and Salary	3403
Administrators' Seniority	3403.1
Evaluation	3404
Leadership Program	3405
Vacation	3406
Teacher Personnel	3500
Eligibility	3501
Responsibilities	3502
Time Commitment	3502.1
Annual Calendar	3502.11
Extra Duty Expectations	3502.12
Supervision of Students	3502.2
Professional Development	3502.3
Professional Development Requirement	3502.31
Reimbursement for Courses and Workshops	3502.32
Spiritual Growth	3502.4
Substitution	3502.5
Christian Lifestyle	3502.6
Health	3502.7
Personal Appearance	3502.8
Hiring Procedures	3503
Priority Notification	3503.1
Application	3503.2
Screening	3503.21
Selection	3503.22
Appointment of Religious Personnel	3503.3
Appointment of Diocesan Priests	3503.4
Extracurricular Positions	3503.5
Transfer of Personnel	3504
Request for Transfer	3504.1
Reduction of Staff or School Closure	3504.2
Procedures for Reduction in Staff	3504.21
Seniority as Prime Consideration	3504.22

Personnel Records	3505
Teacher's File	3505.1
Transcript	3505.2
Certification	3505.3
Missouri Certification	3505.31
Certification of Religion Teachers	3505.32
Qualifications for Computer Teachers	3505.4
Personnel File Updates	3505.5
Teacher Attendance Record	3505.6
Teacher Withdrawal Form	3505.7
Professional Assignments	3506
Work Assignments	3506.1
Guidelines for Assigning Staff	3506.11
Teachers Assigned to Two Schools	3506.2
Evaluation	3507
Compensation	3508
Salaries and Stipends	3508.1
Extracurricular Fund	3508.2
Part-time Teachers	3508.3
Credit for Volunteer Service	3508.4
Contracts	3508.5
Renewal of Contracts	3508.51
Conditional Renewal	3508.52
Termination of Employment by the School	3508.53
Suspension	3508.54
Release from Contract	3508.55
Benefits	3509
Retirement/Early Retirement Option	3509.1
Scholarship for Teacher's Dependents	3509.2
Social Security/Medicare	3509.3
Workers' Compensation	3509.4
Unemployment Insurance	3509.5
Professional Liability Coverage	3509.6
Parental Leave for Birth of a Child or Adoption	3509.7
Paid Medical Leave	3509.8
FMLA Leave	3509.81
Military Family Leave Entitlements	3509.811
Eligibility	3509.812
Notification and Reporting Requirements	3509.813
Intermittent or Reduced Leave	3509.814
Special Rules for Instructional Employees	3509.815
Rules for Leave Intermittent Leave or Leave	
On a Reduced Schedule	3509.816
Rules for Leave Periods near the Conclusion	
of Academic Term	3509.817
Spouses Combined Leave	3509.818
Coordination of Unpaid Leave	
with Paid Time Off	3509.819
Status of Educator Benefits During Leave	

of Absence	3509.820
Job Restoration	3509.821
Employer's Responsibilities	3509.822
Unlawful Acts by Employers	3509.823
Enforcement	3509.824
Family First Coronavirus Act (FFCRA)	3509.825
Extended Leave of Absence	3509.9
Part-Time Teachers	3509.91
Absences and Leaves	3510
Funeral Leave	3510.1
Jury Duty	3510.2
Personal Days	3510.3
Emergencies	3510.4
Unexcused Absence	3510.5
Leave of Absence	3510.6
Sabbatical	3510.7
Sick Leave	3510.8
Payroll Procedures	3511
General Procedures	3511.1
Salary Scale Advances	3511.2
Federal and State Tax Withholding	3511.3
SLATA Dues Deduction	3511.4
Grievances and Due Process	3512
Basic Principles	3512.1
Grievance Procedure	3512.2
Informal Settlement	3512.3

SLATA and Local School Administration 3600

SLATA Addendum 2020 3601

All Employees 3700

Child Abuse	3701
Immigration	3702
Non-Discrimination	3703
Use of Electronic Communications Devices and Applications	3704
Data and Communications Network Usage Policies	3705
Mobile Device/Cell Phone Use	3706
Weapons Policy	3707
Safe Harbor Policy	3708
Whistleblower Policy	3709
Anti-Harassment	3710

WITNESS STATEMENT FOR THOSE WHO SERVE IN CATHOLIC EDUCATION

(3100)

The mission of Jesus Christ and the Holy Spirit is the mission of the Catholic Church, to reveal God the Father, Son, and Holy Spirit to all people and to teach them about the fullness of His love. “Indeed the primordial mission of the Church is to proclaim God and to be His witness before the world” (General Directory for Catechesis). The duty and right of educating belongs in a special way to the Church, to which has been divinely entrusted the mission of assisting persons so that they are able to reach the fullness of the Christian life (Canon 794 Sec 1).

The work of teachers is in the real sense of the word an apostolate most suited to and necessary for our times and at once a true service offered to society (Gravissimum Educationis, October 28, 1965). The instruction and education in a Catholic school must be grounded in the principles of Catholic doctrine; teachers are to be outstanding in correct doctrine and integrity of life (Canon 803 Sec 2). Intimately linked in charity to one another and to their students, and endowed with an apostolic spirit, may teachers by their life as much as by their instruction bear witness to Christ, the unique Teacher (Gravissimum Educationis, October 28, 1965).

All who serve in Catholic education in the parish and school programs, and Office of Catholic Education and Formation of the Archdiocese of Saint Louis will witness by their public behavior, actions, and words a life consistent with the teachings of the Catholic Church. Public speech or public action contrary to the teachings of the Catholic Church promotes scandal, which is a particularly grave offense when given by those who are obliged to teach or educate others (Catechism of the Catholic Church 2285).

Only those persons who can support this *Witness Statement* are to be employed by pastors, principals, and directors/coordinators of religious education.

All who serve in Catholic education in the Archdiocese of Saint Louis should be made aware that support of this *Witness Statement* must be reflected in their public behavior, including:

- Believing in Jesus Christ
- Engaging in a life of prayer and worship
- Practicing respect and reverence for the dignity of others
- Exercising prudence with confidential information related to work
- Being an active member of his/her Church
- Respecting ecclesial authority

All who serve in Catholic education should understand and affirm that the following are examples but not an exhaustive list of public speech or public action that are considered contrary to the teachings of the Catholic Church and must be avoided during one’s term of employment teaching/working in Catholic education:

- Contracting a marriage in violation of the rules of the Catholic Church (CCC 1603; 1614; 1650; 2384).
- Living with another as husband and wife, without benefit of a valid marriage (CCC 2350; 2353; 2390; 2391).
- Conviction of a felony or a crime which involves moral turpitude (CCC 2268; 2284-5; 2353-56; 2387-89).
- Obtaining or assisting another to obtain an abortion (CCC 2271; 2272).

- Actively engaging in homosexual activity (CCC 2357-59).
- Active support of changing the biological sex assigned by God at conception (CCC 2331-35; 362-73).
- Obtaining or assisting another to obtain in vitro fertilization (CCC 2376-77).
- Becoming pregnant out of wedlock while teaching/working in Catholic education; fathering a child out of wedlock while teaching/working in Catholic education (CCC 1935; 1947; 2284-85).
- Engaging in any immoral or illegal activity which sets a bad example for students (e.g. illicit use of drugs, alcohol, pornography or abuse of any kind) (CCC 2284-85; 2354; 2335).
- Maintaining by word or action a public position contrary to the teaching standards, doctrines, morals, laws and norms of the Catholic Church (CCC 2030; 2032; 2044; 2072-3).

The above is a thorough but not all-inclusive listing of the implications of this *Witness Statement*. The Archbishop of St. Louis is the definitive authority for the interpretation of Catholic doctrine and morals.

By my signature on the signature page at the end of this document I consent that this witness statement is incorporated into and forms an integral part of my employment agreement, and further that both shall be interpreted, complied with and enforced pursuant to Canon Law to the exclusion of all other laws. For any matters not governed by Canon Law, my employment agreement shall be construed by the laws of the State of Missouri.

Implementation of the Christian Witness Statement (3101)

All who serve in Catholic education should be provided with opportunities to have the basic and essential teachings of the Catholic Church, applicable to the *Witness Statement* and its implications, explained so that they may be open to an understanding and appreciation of them.

This *Witness Statement* and its implications should be used in interviewing and hiring applicants who will serve in Catholic education to determine their openness to its message.

The pastor, principal, President, and director/coordinator of religious education should use this *Witness Statement* and its implications as part of the discussions in the initial offering and renewal of contracts.

This *Witness Statement* and its implications should be included in the various publications of the parish and/or the educational institution: faculty handbook, student handbook, marketing brochures, policy statements, etc.

Reflection on and discussion of this *Witness Statement* and its implications should be integrated by the pastor, principal, President, and director/coordinator of religious education into appropriate gatherings of those who serve in Catholic education: commissioning services, faculty meetings, faculty homilies, prayer days, etc.

EQUAL EMPLOYMENT OPPORTUNITY

(3200)

The Archdiocese of St. Louis (and/or individual agency) is/are committed to providing equal employment opportunities for all persons without regard to race, color, sex, age, national origin, ancestry, citizenship, or disability, or other categories protected by laws which are not inconsistent (which do not conflict) with the teachings of the Roman Catholic Church. The Archdiocese will also not discriminate on the basis of religion unless religious affiliation or expertise is needed due to the nature of the position. The religious character of the Archdiocese imposes some employment conditions and work scheduling not generally found in other organizations. Some of these conditions and requirements are covered in appropriate sections of this Handbook, and some may be applicable in employment decisions made by the Archdiocese. Employment decisions by the Archdiocese will be based on merit, qualifications, and abilities. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

The Archdiocese will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or directly to the Superintendent of Secondary schools or his representative. Employees may raise concerns and reports without fear of reprisal. Anyone found to have engaged in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

EMPLOYMENT OF RELATIVES

(3300)

The Relatives of a currently employed worker generally are considered for employment on the basis of their qualifications. However, where the transfer, hiring, or employment of an employee's relative would result in a direct or indirect supervisor/subordinate relationship, the Archdiocese will not consider or accept such applications for employment. The hiring of an immediate family member may be prohibited if such hiring would create either an actual conflict of interest or the appearance of one.

For the purposes of this policy, "immediate family" includes the spouse, parent, child(ren), brother, sister, in-law, grandparent, grandchild(ren), aunt, uncle, cousin, step-relative or any member of an employee's household.

Employees who marry or develop a relationship not in violation of Catholic teaching may continue in their current positions as long as a prohibited employment relationship is not created. If a prohibited situation occurs, the Education HR Office must be notified within thirty days. If deemed inappropriate, an attempt will be made to find another position where one of the employees may transfer at the earliest possible time. If an accommodation is not feasible, the employees will be permitted to determine which one of them will resign.

Where such situations are unavoidable, safeguards against favoritism relating to pay, promotion and other working conditions will be implemented by the office or agency director in cooperation with the Associate Superintendent for Education HR.

ADMINISTRATIVE PERSONNEL

(3400)

Qualifications (3401)

An administrator in a Catholic secondary school should be a knowledgeable, practicing **Catholic who has a thorough understanding of and commitment to the Catholic philosophy of education and the *Witness Statement for Those Who Serve in Catholic Education in the St. Louis Archdiocese.***

Administrative personnel are expected to meet state certification requirements or have an earned graduate degree from a regionally accredited university and eighteen (18) graduate semester hours in administration, curriculum, supervision, or related subjects.

Consideration will be given to applicants who are working toward proper credentials.

Administrators should have prior teaching experience. A number of these years should have been in Catholic secondary education.

Application Process (3402)

An applicant contacts the Education HR Office for the Administrator Application Packet. This packet includes qualifications and a description of the processes for application, screening and hiring.

The applicant is responsible for carrying out the procedures for completion of the packet, which are listed on the cover letter in the application packet. To complete the packet an applicant must send the following to the Education HR Office:

1. an application form;
2. three recent references including one from the present pastor of the applicant's parish, and one from the present employer, if applicable;
3. official transcripts and confidential placement file;
4. Superintendent's copy of the Missouri Teaching Certificate, Missouri Principal's Certificate and a copy of catechist or Religion Coordinator Certificate, if applicable, from the Archdiocese of St. Louis;
5. Family Care Safety Registry Worker Registration Form: This form should be completed according to the instructions. In Section A, all educator applicants are considered "child care workers". Section C does not have to be filled in at this time since your place of employment has not been determined. You must register online through the Missouri Family Care Safety Registry website, <http://health.mo.gov/safety/fcsr/>. Please email dcira@archstl.org when you have completed the process on line in order for the Education HR Office to request a copy of your background check.

Contract and Salary (3403)

Upon agreement between an applicant and the Superintendent of Secondary schools, a contract is offered.

The salary for a lay secondary administrator is negotiated with the Superintendent of Secondary schools. Religious administrators will be remunerated in accordance with the religious compensation model of the Archdiocese of St. Louis. Secondary administrators are provided all the same benefits available to secondary teachers.

Administrators' Seniority (3403.1)

Administrators choosing to pay the SLATA service fee (100% of current dues) are considered to have full seniority for both their teaching and administrative years of service to the Archdiocesan system. Administrators who permanently waive their right to seniority in writing are not required to pay the service fee.

Administrators cannot choose to return to the classroom unless there is an opening. If an administrative position is eliminated due to declining enrollment, the administrator whose position is eliminated could claim a teaching position in accordance with the seniority provisions of Article XIII of the SLATA Agreement.

Evaluation (3404)

All administrators of Archdiocesan High Schools shall be evaluated in accordance with the *Evaluation Process for Secondary School Administrators*.

The primary goal of the administrator evaluation process is to enrich the quality of education provided at the local school by providing for the continuous professional growth and accountability of the administrator.

The *Evaluation Process for Secondary School Administrators* provides for summative evaluation of the administrator's performance at the end of an evaluation cycle. An evaluation cycle is one year or two years depending on the experience level of the administrator in his/her school and position.

At the end of the evaluation cycle, the administrator prepares a summary self-evaluation of his/her performance. The evaluator prepares a summative evaluation report that represents his/her evaluation of the administrator in relation to the performance expectations for all areas of responsibility and all assigned duties.

Copies of the administrator's self-evaluation and the evaluator's summative evaluation report are placed in the administrator's personnel file at the Office of Catholic Education and Formation.

Copies of the manual for the *Evaluation Process for Secondary School Administrators* are available through CEHelper. Please contact the Education HR Office if you need assistance accessing this application.

Leadership Program (3405)

The Office of Catholic Education and Formation provides programs designed to identify future leaders for Catholic schools, assist them with obtaining training in educational administration, and orient them to the roles and responsibilities of Catholic school administration. The Catholic School Leadership Program offered by St. Louis University provides participants with the opportunity to earn a master's degree and/or a doctorate degree focused on the functions of educational leadership in Catholic schools. Students can also obtain Missouri administrator certification. For information about this program, visit <http://www.slu.edu> and enter "Catholic School Leadership Program" in the search box.

Vacation (3406)

Vacation days for Administrators are calculated at 20 days per fiscal year in addition to scheduled holidays and holydays.

TEACHER PERSONNEL

(3500)

Eligibility (3501)

To be eligible for appointment as a teacher, a person must meet or arrange to meet within a reasonable time all qualifications required by the state and the AdvancED for certification. Religion teachers must meet or arrange to meet within a reasonable time the certification requirements of the Office of Catholic Education and Formation. In addition, the applicant must be able to accept and affirm the principles contained in the *Witness Statement for Those Who Serve in Catholic Education* (3100).

Responsibilities (3502)

Responsibilities of teachers should be clearly defined in the faculty handbook at each school. The primary responsibilities of teachers are outlined in *The Evaluation Process for Secondary School Teachers*.

Time Commitment (3502.1)

The teacher's effectiveness in serving the needs of the students is enhanced by observing the faculty time schedule set up in each school and by a willingness to go beyond the call of duty. If tardiness or absence is unpreventable, the school administration should be informed as soon as possible. Excessive tardiness or absence may be a contributing factor in terminating the contract.

Annual Calendar (3502.11)

The annual school calendar must contain a minimum of 187 days including 176 instructional days, 8 faculty days and 3 days for emergency/inclement weather/awards days.

Extra Duty Expectations (3502.12)

Teachers are expected to contribute to paid or unpaid extra activities or duties outside of the regular school day, excluding those required events published prior to the beginning of each semester.

The local school administration will determine, within reason, what reasonable duties and activities shall meet this requirement. The intent of this provision is to encourage wider sponsorship of extracurricular activities as well as supervision of afternoon, evening and weekend events. In doing so, the administrator must consult with the SLATA representative or a representative body of teachers (for non-SLATA schools) and communicate identified duties and activities to the representative prior to publication to the faculty.

Failure to meet this expectation cannot alone be the condition for non-renewal of contract. However, failure to comply can affect a teacher's evaluation and can be cited as a factor contributing to unsatisfactory performance.

Supervision of Students (3502.2)

All faculty members are responsible for maintaining order and discipline in the school. Teachers should be in the classroom prior to the students' arrival in accordance with the time designated in each school. Students should not be left in a classroom, in the building, or on the grounds without faculty or other adult supervision. All faculty members should assume responsibility for supervision of all students; when necessary, action should be taken in accordance with the procedures agreed upon by the faculty and such procedures should be consistent with the school's philosophy and objectives. Faculty members are also expected to assist in any way possible to prevent injury to persons or property.

The faculty handbook at the local school outlines the specific responsibilities of teachers related to supervision of students.

Professional Development (3502.3)

Professional development is a shared responsibility of the school and the individual educator. Adequate time for individual professional learning should be allocated during the educator's own personal time over and above the professional development provided by the school. Educators should engage in the professional development that is necessary and sufficient to provide quality Catholic education.

Professional Development Requirement (3502.31)

The Teachers Association and the Board of Education recognize the need for everyone involved in education to improve themselves through ongoing professional development. This formal development must consist of at least 1.5 Professional Development Hours (CEU's) (15 clock hours) per academic year. Professional growth development activities equal to 1.5 Professional Development Hours (15 clock hours) will be provided by each school and offered on school time during normal faculty hours.

For both professional updating and advancement on the salary scale, and in order to be eligible for partial reimbursement, college/university courses and Professional Development Hour activities must focus on the following areas:

1. the educator's field(s) of certification, related fields, or attaining an additional field of certification;
2. the educator's cocurricular or extracurricular activity areas;
3. Catholic religious education;
4. health education;
5. adolescent psychology;
6. educational theory and practice; and
7. technology training.

Faculty members who do not fulfill the professional growth requirement could be frozen at the dollar amount of their salary at the end of the contract period. When the requirement is completed, the teacher will advance one step on the salary scale for the next academic year. Courses/workshops used to meet the requirement for a previous period cannot also be used to meet the current period requirement.

New teachers hired after the school year has begun are not bound by this requirement until the next academic year.

If an extraordinary circumstance such as a seriously ill family member prevents a faculty member from fulfilling the professional growth requirement, the Associate Superintendent for Education HR can grant an extension.

Failure to engage in sufficient professional development can be cited as a factor contributing to unsatisfactory performance through the already established procedures for documenting unsatisfactory performance and for commenting on professional growth, and suggestions for future improvement.

Reimbursement for Courses and Workshops (3502.32)

Tuition, fees, and books for college and university courses and CEU workshops will be reimbursed at 50% up to the maximum per academic year of \$1,500 for approved courses and workshops.

In order to qualify for reimbursement, courses and workshops must be in the focus areas listed in **Section 3502.31** and approved by the Associate Superintendent for Education HR. College and university courses must be taken from institutions accredited by approved organizations.

Fractional Professional Development Hours (.1 CEU per contact hour) may be earned if workshops are approved.

An academic year consists of the summer term, fall term, and winter/spring term. Changes to the professional growth development program begin with the summer term.

Reimbursements will be processed upon receipt of the following items:

- 1. the Professional Development Application (available from your Principal)**
- 2. an itemized bill from the College or University or the paid registration receipt for a workshop or conference;**
- 3. to earn credit: an official transcript or report card showing completion of the course;**
- 4. to earn CEU's: a letter from the sponsoring agency or certificate of attendance with the number of CEU's earned.**

No professional growth activities will be considered for reimbursement later than 12 months after the course, workshop, conference ends.

To meet the professional growth activity requirement, activities must include the opportunity to receive instruction from qualified personnel. Traveling and touring without the opportunity to receive instruction are not considered as meeting this provision.

Spiritual Growth (3502.4)

The continued spiritual growth of those involved in Catholic Education is a responsibility shared by both the school and the individual. The school should provide and the teachers should seek opportunities to enhance their growth and development as those entrusted with the spread of the Gospel Message.

Time should be allotted within the school calendar for spiritual opportunities for the faculty and, additionally, individuals should devote an adequate amount of personal time to enhance their own spiritual growth.

In the area of spiritual growth, opportunities provided by the school should include but not be limited to:

1. days of prayer and reflection; praying together as a faculty-daily, weekly, biweekly or monthly-prior to the beginning or at the end of the school day;
2. allowing time, especially for the secondary religion department chairperson and the campus minister to attend seminars, workshops and presentations that would enhance their own spiritual growth to more effectively perform their ministry;
3. gathering as a faculty to celebrate the Eucharist on occasion;
4. prayer and/or reflection time during faculty meetings;
5. modeling the importance of prayer during the school day to their students;
6. providing methods to enhance and evaluate the Catholic Identity of the school community;
7. providing spiritual reading or presentations for teachers highlighting religious thought and practice as promulgated in the Catholic Church today; and
8. providing for the continued religious education certification of teachers through accredited institutions or coursework approved by the Office of Catholic Education and Formation.

In the area of spiritual growth, individual faculty members should seek ways to enhance their personal prayer life and relationship with the person of Jesus Christ by:

1. finding time each day to spend some quiet time in prayer;
2. reading and developing their own personal prayer style based on the spiritual practices of the saints;
3. cultivating a renewed appreciation for the Scriptures and their application to the life of a Catholic teacher;
4. staying updated on current Church documents and pastoral letters as they are promulgated, such as, but not limited to: *The Catechism of the Catholic Church*, *The General Directory for Catechesis*, the *National Directory for Catechesis*, the *Compendium of the Social Doctrine of the Church*, the *General Instruction of the Roman Mass*;
5. keeping current on new trends in religious education through the reading of publications and books focusing on methodology for teaching children and adolescents, such as, but not limited to: *Catholic Teacher*, *Catechist Magazine*; and
6. developing their understanding of Church doctrine, the sacraments, morality and social teaching by reading the original texts and commentaries by respected experts in the field.

Substitution (3502.5)

When teachers must absent themselves from classes for special assignments, sickness or other good reason, the policy of the Archdiocesan high schools is that all members of the staff share in their classes. This kind of duty arises from the teachers' contractual obligation to conduct such classes and other work as may be reasonably asked by the administration.

Teachers who have unassigned time over the normal one planning period per day should first be asked to share the substitute duty. Teachers shall be paid \$30.00 at the end of each semester for every substitution taken during the period ordinarily designated as a preparation period. Substitutions taken during assigned supervision or department periods are not covered under this provision. A teacher will be paid \$30.00 for the switching of a planning period unless the teacher is personally notified before the end of school the previous day.

Substitutions are to be honored by the teacher. Refusal to do so should be documented as unsatisfactory performance.

When a long-term teacher absence is anticipated, the President may take up the matter of employing an outside substitute teacher with the Superintendent of Secondary schools or his representative. When substitute teachers are employed for less than one quarter, payment should be figured on a daily basis.

Christian Lifestyle (3502.6)

While respecting individual staff member's freedom under God and valuing a pluralism of life styles represented in our school faculties, the Archdiocese reminds all its staff members that they are participating in the educational ministry of the Church. To do this validly, Catholic school teachers are called upon to have not only an active faith in God but also to give visible witness to it in their manner of living. As the Bishops have said in *To Teach as Jesus Did*, "This integration of religious truth and values with the rest of life is brought about in the Catholic school not only by its unique curriculum but, more importantly, by the presence of teachers who express an integrated approach to learning and living in their private and professional lives."

Health (3502.7)

Teachers offered a position in the Archdiocesan schools are required to have a health form completed by a physician. This form will be kept on file in the Education HR Office. A yearly physical examination may be required of a teacher if a local school should make this a policy.

Schools may obtain the health form from the Education HR Office. According to the *Americans with Disabilities Act* this form can be presented to the employee by the employer only after hiring. This form is to be completed by the employee's physician to ensure the safety and well being of students.

It is also recommended that emergency information on each employee and volunteer be kept in an appropriate manner by each school (emergency contact names and numbers, hospital preferences, physician's name and number, etc.).

It is recommended that school personnel follow current guidelines of the local health departments regarding TB testing. For more information consult the *School Health Manual*.

Personal Appearance (3502.8)

The appearance, dress and grooming of individual staff members at school should be appropriate to the teaching profession and should set a positive example of good taste. Teachers should 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.

Hiring Procedures (3503)

The Education HR Office must process all applicants for employment in the Archdiocesan High Schools.

Both the Education HR Office and the local schools are responsible for recruitment of applicants.

Priority Notification (3503.1)

If an opening arises in the member schools during the normal hiring season, the opening must be advertised for five (5) weekdays. Interested teachers in the system will be interviewed for consideration before teachers outside the system are considered. Interested teachers must apply within the five (5) day period.

Application (3503.2)

The application can be downloaded from the website (<http://www.archstl.org/education>). In order for an applicant's file to be complete, the following items should be returned to the Education HR Office:

1. application form Parts A, B, C;
2. three references (including a pastor/clergy reference);
3. official transcripts;
4. Family Care Safety Registry Worker Registration Form: This form should be completed according to the instructions. In Section A, all educator applicants are considered "child care workers". Section C does not have to be filled in at this time since your place of employment has not been determined. You must register online through the Missouri Family Care Safety Registry website, <http://health.mo.gov/safety/fcsr/>. Please email dcira@archstl.org when you have completed the process in order for the Education HR office to request a copy of your background check;
5. valid state teaching certificate (a photo copy is acceptable); and
6. Archdiocesan Catechist Certification.

If an applicant does not possess a valid teaching certificate, a statement explaining the applicant's progress toward attaining certification should accompany the application form.

Screening (3503.21)

The Education HR Office will review the application for completeness and assess the applicant's responses to the questions on the application form. The Education HR Office will notify the applicant of his/her status: accepted or not accepted.

Selection (3503.22)

Applicants can access the list of openings through the Archdiocesan web site at **<http://www.archstl.org/education>**. Applicants are expected to initiate their own school contacts and request an interview.

The applicant's name will be put on a list at the Education HR Office for phone referrals to the Presidents at all times.

If an applicant is selected, the President notifies the Education HR Office. Contracts are issued only after the application packet has been completed. A provisional contract may be issued at the request of the President.

Steps on the salary scale do not necessarily correspond to years of experience. Full credit is given in placement on the salary scale for previous experience as a full-time, full-year faculty member in Catholic schools kindergarten-12 or as a director/coordinator of religious education. Partial credit is given for previous experience as a full-time, full-year faculty member in non-Catholic schools.

The Education HR Office sends a contract to the President to forward to the teacher for his/her signature.

The local President signs the original and makes two copies. Please send the original and the signed copy of the Witness Statement to the Education HR office.

The teacher should also receive a copy.

Teachers new to the Archdiocese are expected to attend an orientation program offered by the Office of Catholic Education and Formation in August.

Appointment of Religious Personnel (3503.3)

The appointment of religious members of the school staff shall be made by each particular religious community by the community's current method of assigning personnel.

Religious who independently seek assignment to a position in an Archdiocesan high school are to be processed by the Superintendent of Secondary schools or his representative and the Associate Superintendent for Education HR.

Any religious placed in the Archdiocesan high schools are to be paid in accordance with the religious compensation model of the Archdiocese of St. Louis.

All professional standards, policies and evaluations of the Archdiocese are generally applicable to religious unless specifically stated as applying to lay personnel only.

Guidelines:

In order to lessen the potential tension which can develop between expectations of the administration of the high school and the pastor of the parish where the priest resides as a part-time associate pastor, the following minimal guidelines are given:

1. The primary immediate superior of the priest-teacher is the President of the high school to which the priest is assigned.
2. During the school year the priest-teacher's minimal parochial responsibilities are to be limited to a daily scheduled mass, celebration of masses on Sundays and Holy Days of Obligation, and the administration of the sacrament of Baptism on Sundays.
3. During the week he is to be free to spend his evenings for schoolwork.
4. The priest-teacher is to be given Saturday as a "day off."
5. During the summer, if the priest-teacher is an administrator or a full-time student, his parochial responsibilities are the same as during the school year. If the priest-teacher is not an administrator or a full-time student, it is assumed that he will take a more active part in parish activities during the summer.
6. During the summer, the priest-teacher is entitled to four weeks of vacation plus additional time for retreat and study week.
7. It is assumed that a spirit of respect and dialogue will permit all parties to reach reasonable compromise concerning disputed situations. The superintendent's representative is available if a facilitation process is needed.

In addition to the above guidelines for service, the Archbishop has approved the following procedures:

1. that whenever possible, priest-teachers be stationed (by the Office of Priest Personnel) near the school at which they are assigned to teach; and
2. that to the extent possible, priest-teachers be assigned (by the Office of Priest Personnel) to those parishes having a full-time associate.

(Excerpted from *Guidelines for the Priest-Teaching Apostolate*, Archdiocese of St. Louis, April 27, 1970)

Appointment of Diocesan Priests (3503.4)

Diocesan priests are contacted by the Superintendent of Secondary schools or his representative to discuss the possibility of full-time ministry in a Catholic high school.

If both parties agree that the matter should be pursued, a recommendation is made to the Priest Personnel Office to assign the priest to full-time ministry in a Catholic school.

The Office of Priest Personnel makes a recommendation to the Archbishop who may or may not accept the recommendation. If the recommendation is positive and approved, a letter of assignment to a particular school is made by the person delegated by the superintendent to make such assignments (superintendent's representative).

The Office of Priest Personnel assigns the priest/teacher/chaplain to a residence after receiving input from the Superintendent's representative.

Notice of the assignment is published in the *St. Louis Review* at the appropriate time.

The President of any high school in the Archdiocese should not hire a diocesan priest for full or part-time work before the matter has been cleared by the Superintendent of Secondary schools. There is an approved process of investigation which will be followed before a diocesan priest is permitted to seek or accept part-time employment at a Catholic high school.

Extracurricular Positions (3503.5)

Full-time faculty members interested in extracurricular positions within the Archdiocesan high school system should make known their interest to the local school administration by April 15. The extracurricular positions that are vacant or held by non-staff personnel will be posted as openings in each Archdiocesan high school from April 15 to May 15. Interested faculty must contact the President of the respective school(s) by May 15.

Contracts will be issued to non-staff coaches/moderators as soon after May 15 as any teachers transferring schools due to reduction in force are placed. Qualified staff members hired or placed after non-staff contracts are issued are not eligible to seek a position until the following year.

Transfer of Personnel (3504)

Request for Transfer (3504.1)

Requests for transfers to a position in another school in the system shall be made by letter to the Superintendent of Secondary schools, after consultation with the school administration where the teacher is currently employed. Requests for transfers will be promptly acknowledged. However, final decisions cannot be reported until complete information concerning staff requirements and other pertinent data are available.

Notification of openings will be faxed to teachers requesting transfers as soon as openings are known.

Ordinarily these requests should be made prior to March 25.

Any decision to comply with a teacher's request for transfer is contingent upon acceptance by the President of the school to which the teacher wishes to transfer.

Reduction of Staff or School Closure (3504.2)

In the event it becomes necessary to dismiss any teachers or to reduce a full-time teacher to part-time because of reduction of student enrollment, closing of school or for other good cause, the parties recognize that teachers then in the system and who would be affected thereby shall have the priority in the right to transfer to other teaching positions in the secondary schools of the Archdiocesan school system before any new teachers are hired or retained. The teacher should be notified of this circumstance by April 1. In such transfers or reassignments, the teacher's seniority based on length of service in the system shall be the only consideration in determining which teachers shall be dismissed.

However, the principle of seniority shall apply only in those departments and subjects in which a teacher has taught or taken courses in the last 10 years and is certified by the State of Missouri and/or diocesan certification. A teacher who is making reasonable progress toward certification (i.e., a minimum of one course per semester) is considered the same as a certified teacher. A certified teacher working on an additional certification cannot claim the position of an already certified teacher in that additional field.

One or two courses taken during the summer may be substituted for the "one course per semester" requirement for non-certified teachers defined as making "reasonable progress" toward certification provided that the courses taken are leading toward certification. These summer courses would satisfy for future semesters, not past semesters.

A non-certified teacher who is not making progress toward certification cannot be retained over a certified teacher, nor can such a teacher claim the position of a certified teacher with less seniority in another school. (An exception would be the case of a religion teacher who obtains an M.A. in guidance, but who cannot be state certified because of the requirement of holding a state certificate in a secular teaching field.)

Procedures for Reduction in Staff (3504.21)

1. After a teacher has signed a contract for the fourth year in the system, should it be necessary to dismiss the teacher because of reduction of student enrollment or closing of a school, that teacher shall have the right of first refusal to any position that becomes available in his/her certifications until the start of the next school year. A refusal is interpreted to mean turning down the offer of a position before a contract is signed. This right may be waived by the teacher with written notification of waiver. Should a teacher be rehired, the teacher would retain the seniority and benefits accrued at the time of dismissal.

Once a teacher signs a contract for other employment, the teacher shall not be considered for any further positions that may become open in the system for the school year. If a teacher is reduced to part time, the teacher may wait until July 31st before accepting the part-time contract to see if a full-time job becomes available in the system. Teachers for whom there is no job in the system should indicate in the comments section of the Teacher Withdrawal Form whether or not they wish to be contacted regarding openings in their fields during the next spring.

2. Should a reduction in staff or change in enrollment involve the change in status of a teacher from full time to part time in the school system, that teacher has the option to take a full-time position if one is available in another school.

Teachers reduced from full-time to part-time positions shall retain their seniority at the level of their last year of full-time teaching. After a teacher has signed a contract for the fourth year of full-time service, a teacher who is reduced to part-time because of reduction in force may retain SLATA membership and voting privileges.

3. No layperson will be terminated nor be asked to accept a reduced teaching position to allow for the hiring of a priest or religious.
4. Positions held by religious and priests, whether part time or full time, are not affected by the principle of seniority or by decisions involving reduction in staff or change in status from full time to part time of lay teachers. Part-time positions held by priests and/or religious will not be changed to full time if this adversely affects the status of a lay teacher.

Seniority as Prime Consideration (3504.22)

Seniority of a teacher is determined by the teacher's length of continuous full-time service in the Catholic High School Association rather than service at a particular school. The principle of seniority shall not apply until after the teacher has signed a contract for the fourth year. Seniority is the first consideration for retaining staff when terminations are necessary due to decline in enrollment, closing of a school, or changing needs resulting from student registration. In the absence of serious reasons that negatively affect the academic program of the school, seniority shall be the deciding factor.

"Serious reasons" include conditions that would necessitate adding or dropping sections or courses to accommodate the scheduling of a particular staff member, require the hiring of additional part-time personnel to satisfy staffing needs, or other conditions that would require additional expenditures for the school. Extracurricular assignments shall not be included in the decision-making process regarding terminations.

On occasions when a school proposes to transfer a person because of conditions outlined above, the principle of seniority shall be modified by grouping seniority into the following brackets in order to provide greater flexibility in the decision-making process:

Four-10 years;
11-16 years;
17-22 years;
23-28 years;
(over 28 years -- exempt from transfer).

In addition to the above modification, extracurricular assignments and total school contribution may be included in this decision-making process.

When there is need to dismiss first-, second-, or third-year teachers or to reduce such full-time teachers to part time, seniority does not apply. Consideration can be given to the retention of teachers belonging to racial minorities, persons who contribute to the total school program by participation in extracurriculars, and those with special academic skills.

If there are no openings available for a teacher in another school, thus requiring termination rather than transfer of a teacher, seniority shall be the deciding factor. It is understood that all teachers retained will meet the requirement of teaching a full academic schedule in their accredited fields.

Decisions made pursuant to this policy may be reviewed by the Superintendent of Secondary schools and a representative appointed by SLATA at the request of the parties affected.

Personnel Records (3505)

Teacher's File (3505.1)

The Education HR Office maintains an active file on every administrator and every teacher employed by the Archdiocese. This file contains their application and references, their official transcripts showing all course work completed at colleges and universities, their teaching certificates, their annual evaluations, and any other records pertinent to their position and service in the Archdiocese. Educators may request to review their individual files at any time, but all files must remain in the Education HR Office. Transcripts and all forms submitted for this file cannot be copied or returned.

The listing of all teachers, including priests and religious, and their teaching assignments is kept on file in the Education HR Office.

Transcript (3505.2)

A copy of official transcripts of all course work completed should be on file. Only credits from colleges and universities that are recognized by an approved accrediting association will be accepted. Each teacher is responsible to see that new official transcripts are sent from the college/university as additional course work is completed. This is particularly important when the teacher has gained 15 or 30 hours beyond the B.A. or B.S. or when obtaining an M.A. or 15 or 30 hours beyond an M.A.

Certification (3505.3)

Missouri Certification (3505.31)

Every administrator and every teacher in the Archdiocesan secondary schools should be certified by the State of Missouri. Religion teachers should be certified by the Archdiocese of St. Louis.

The responsibility for getting proper certification from the Missouri Department of Elementary and Secondary Education and providing a copy of the certificate to the Education HR office rests with the person hired. This certificate should be on file prior to the opening of school.

Should it be necessary to employ teachers who are not qualified for a certificate in the area in which they are teaching, it may be possible for the teacher to obtain a provisional or temporary authorization certificate, if a teacher meets a certain minimum standard. It is the teacher's responsibility to see that this kind of certification is obtained if he/she is eligible for it. These certificates require that deficiencies be removed and the teacher makes consistent progress toward regular certification.

Faculty members are to be certified through grade 12 in their primary field (i.e., the field in which the majority of the teacher's classes are assigned). Conditional contracts can be used to address the certification status of teachers with limited certificates in their primary field. These conditional contracts can require that a minimum of nine credit hours be earned per academic year until full certification is obtained.

Failure to secure a certificate and to renew it as necessary can constitute a breach of contract. Failure to secure a certificate and to take the necessary steps to renew it, upgrade it, and/or meet the requirements for keeping it active as necessary can constitute a breach of contract.

Certification of Religion Teachers (3505.32)

All teachers of religion must meet the certification standards established by the Office of Catholic Education and Formation.

To be certified as a secondary teacher of religion, full time or part time, a person must be a Catholic, hold a bachelor's degree in theology or religious education, or the equivalent, and have the specified credits in catechetics and education. A person holding state teaching certification whose degree is in another field may work toward religious education certification by taking 30 hours, as specified below, from a Catholic college, university, or the Office of Catholic Education and Formation. If the person does not hold state teacher certification, then six credits in general education methods are also required.

The 30 hours shall cover the basic Church teachings and catechetical processes recommended by the *General Directory for Catechesis* and the *National Directory for Catechesis*, including the following:

- **ST Systematic Theology - four credit hours**
(Catholic Belief Today or Basic Catholic doctrine (required), plus 2 credits: e.g. Christology, Mariology, Church, Catholic Apologetics, or Church History);
- **MT Moral Theology - four credit hours**
(Foundations of Catholic Morality (required), plus 2 credits: e.g., Social Teachings of the Church, Contemporary Moral Issues, Catholic Sexual Morality, Medical Moral Issues, Virtue Based Restorative Discipline);
- **SS Sacred Scripture - four credit hours**
(e.g., Introduction to Sacred Scripture, Old Testament, New Testament, Synoptic Gospels, St. John's Gospel, Catholic Epistles, Wisdom Literature);
- **RE Religious Education (Catechetics) - four credit hours**
(Teaching Religion to Children, Dynamic and Effective Catechesis, Creativity in Catechesis (one of these basic courses is required), plus 2 additional credits in RE: e.g., Introduction to Catechetics, Adolescent Catechesis, Teaching Religion to High School Students, Faith Development of the Adolescent, Theology of Media);
- **Electives - 14 credit hours**
(Additional theology or religious education courses; philosophy does not apply);
- **Education (Teaching and Learning) - six credit hours (if no state teacher certification)**
(e.g., Secondary Education Methods, General Education Methods, Adolescent Psychology, Educational Psychology or other courses which focus on instructional techniques, learning processes, or classroom management; courses such as history of education, school law, etc., do not apply. These credits hours are in addition to the thirty required credit hours in theology and religious education).

To be certified as a high school religion department chairperson, a teacher must be a Catholic and hold a master's degree in religious education or theology, as well as meet the standards for high school religion teacher certification.

Application for certification is made to the Office of Catholic Education and Formation. Verification of credits and degrees, through transcripts and/or report cards, must be supplied unless already on file in the Education HR Office. Priests do not have to apply for certification because their education and formation exceeds the certification requirements.

In addition, a person hired as a religion teacher should have the following personal qualities:

1. the person is a practicing Roman Catholic and believes deeply in Jesus and His message as communicated through the Church, and wishes to witness this belief to others;
2. the person is sensitive to and comfortable with the students in his/her level of catechesis; and
3. the person is willing to continue his/her formation through various types of enrichment programs.

Qualifications for Computer Teachers (3505.4)

The State of Missouri does not have a certification for computers. A minimum of 12 semester hours of computer courses and a bachelor's degree will be considered the equivalent of certification.

Personnel File Updates (3505.5)

Teachers are asked to notify the Education HR Office of any changes in status or address.

An e-mail message to dcira@archstl.org containing this information is recommended.

Teacher Attendance Record (3505.6)

The President is responsible for record keeping regarding teacher attendance. At the end of each year all teachers will be informed by the local school of status of the accumulated sick leave. At the end of each school year the President is responsible for completing the Accumulated Sick Leave Days form and returning it to the Education HR Office.

Teacher Withdrawal Form (3505.7)

The Teacher Withdrawal Form should be completed by the principal and sent to the Education HR Office within 10 days after a teacher ceases to be employed in the system for any reason.

Professional Assignments 3506

Work Assignments (3506.1)

Teachers accepting contracts with appointment to a specific school agree to accept teaching assignments and such other related duties and activities as may reasonably be assigned by the administrative team.

The administration may assign teachers to teach any class for which they are qualified according to the standards for certification in the State of Missouri and the AdvancEd. Faculty members with limited certifications in their primary field may be assigned to teach courses at any grade level for which they are considered qualified by AdvancEd.

In addition to teaching, teachers are expected to assume non-teaching responsibilities such as faculty meetings and in-service days, parent meetings, supervision, substitution, and activities as requested by the school administration. Faculty members excused from meetings are responsible for knowing and implementing the information presented or discussed during the meetings.

The school calendar listing 176 instruction days, eight faculty days, open house, and the dated of events requiring teacher attendance must be shared with the SLATA representative or a representative group of teachers (if not a SLATA school) 45 days prior to the beginning of the school year/second semester and published 30 days prior to the beginning of the school year/second semester. Teachers not under contract for an extracurricular activity listed on the extracurricular compensation scale are expected to chaperone two of these events.

The dates of required overnight retreats must be published by the previous June 1. Faculty members are expected to participate in all retreat activities including staying overnight at the retreat facility unless there are serious extenuating circumstances. Faculty members having such circumstances must discuss their situation with administration as soon as the circumstances become known and prior to the beginning of the retreat.

Guidelines for Assigning Staff (3506.11)

The normal teaching load is defined by the local school administration. An average of 300 minutes per day is the maximum for any teacher to be required to devote to teaching, study halls, advising, etc. Librarians and guidance counselors may be required to devote as much as 360 minutes of the six-hour day to their duties; personnel in these categories should be used for supervisory and substitution duties only in cases of emergency.

Each teacher should be provided time for instructional planning. It should not be less than 200 minutes per week, usually 40 minutes per day. Each school should operate a schedule which is most beneficial to fulfilling its mission. Major changes in an existing schedule during the term of this agreement should be made in consultation with the faculty, including the SLATA representative, ensuring that changes conform to the terms of this agreement.

It is desirable that teachers, especially beginning teachers, have no more than three preparations whenever possible.

A different preparation exists when there is:

1. a different subject matter; and
2. the same subject matter with different objectives, textbook, and approach. (Different difficulty level alone does not constitute a separate preparation.)

If it is necessary, as determined with departmental consultation, that an experienced teacher have more than four preparations, there should be consideration given in terms of:

1. reduced student load; OR
2. reduced or no supervisions or substitutions.

The full time teacher load ordinarily should not exceed 150 students.

In certain activity type classes such as music and P.E., a teacher's maximum load will not exceed 225 students.

For those teachers in more than one academic department, the class load shall be proportionate with the above policy.

Department chairpersons of religion, English, social studies, and mathematics and academic deans may be scheduled with a reduced class load, if the number of teachers in their department warrants this released time to do departmental work. Department chairpersons of other areas should teach five periods; however, they may be relieved of other additional assigned periods if their departmental work would require this. The administration should give every consideration possible to facilitating the work of the departmental chairpersons and academic deans in the discharge of their duties.

Teachers who accept an assignment to teach a class in addition to the normal teaching load as defined by the local school administration shall receive **\$5,000**.

Teachers Assigned to Two Schools (3506.2)

If a teacher's proposed schedule is less than full time at one school and there are courses at another nearby school, for which the teacher is certified, the teacher may be offered a full schedule that is shared by the two schools. In such a situation, the teacher has the right to refuse and claim a full-schedule position at another school on the basis of seniority according to Policy 3504.22.

If there is a situation where there are sufficient courses to give a teacher a full schedule at one school, but the talents of the teacher are needed at two schools, that teacher may be assigned to a full schedule that is shared by two schools without a right of refusal. Before the proposed assignment is made, the teacher will be consulted. If the teacher reveals a hardship, connected with the proposed arrangement, the assignment will not be made. If there is a dispute as to whether a hardship exists,

the matter may be submitted to the Superintendent of Secondary schools or his representative for a decision.

If a full-time teacher is assigned to partial schedules in two different schools, the following considerations will be given:

1. monthly reimbursement for the mileage of the trip between the schools at the standard IRS mileage allowance;
2. no supervision duty to allow for travel time;
3. proportional allotment of the extra-duty expectation; and
4. required attendance at a total of no more than the maximum number of required events at either of the two schools.

Seniority in the teacher's department will accumulate in the school at which the teacher was assigned prior to the split schedule.

Compensation as specified in #1 above will also be given to a coach who teaches at one school and coaches at another. Reimbursement shall be given for one trip per school day to the school at which the teacher coaches for a practice session or a scheduled game.

Evaluation (3507)

All teachers in the Archdiocesan High Schools shall be evaluated in accordance with the *Evaluation Process for Secondary School Teachers*.

The primary goal of the teacher evaluation process is to enrich the quality of education provided at the local school by providing for the continuous professional growth and accountability of the professionals responsible for implementing the instructional program. While the primary goal is to enrich the quality of education, it is also understood that this process will provide a basis for fair and objective administrative decision-making.

An evaluation cycle is one or two years depending on the experience level of the teacher in his/her school and position. During a cycle, the teacher in discussion with the administrator establishes goals that he/she will work on during the cycle, plans and implements activities that will be undertaken to achieve goals, and identifies information that will be collected and submitted to document his/her performance in the areas of faith community, instruction, communication and interpersonal relationships, and professional responsibilities and professional development.

At the end of the evaluation cycle, the teacher prepares a summary self-evaluation of his/her performance. The administrator prepares a summative evaluation report that represents the administrator's evaluation of the teacher in relation to the performance expectations for all areas of responsibility and all assigned duties.

Copies of the teacher's self-evaluation and the administrator's summative evaluation report are placed in the teacher's file at the Education HR Office. Copies of both reports are also kept in the teacher's personnel file at the school.

A copy of the manual for the *Evaluation Process for Secondary School Teachers* is available through the CEHelper application.

Compensation (3508)

Salaries and Stipends (3508.1)

Since January 31, 1970 the Archdiocesan Board of Catholic Education has agreed to recognize the St. Louis Archdiocesan Teachers Association as the bargaining representative of the teachers to negotiate salary and other conditions of employment. The salary scale for lay teachers is determined in this manner. (Appendix 1: *SLATA Agreement*)

Extracurricular Fund (3508.2)

According to the current agreement between the Archdiocesan Board of Catholic Education and the St. Louis Archdiocesan Teachers Association, a fund will be established in each school to provide remuneration to some teachers engaged in extra-curricular activities. The exact amounts and

activities remunerated will be the decision made at each school by the President and a committee of teachers including the SLATA Representative at that school.

Each school will establish an extra-curricular budget based on available resources, school needs and student interest. Each school will have the flexibility to set the budget between the range of 10.5% and 15.5% of the annual base teacher salary (BA Step 1), Extra-curricular pay will be added to the last May paycheck. Annually the administrator will share with the SLATA building rep the budget amount for extra-curricular activities. This meeting should occur prior to March 1st.

All coaching and extracurricular positions must be made available to all members of the faculty and staff qualified for those positions and to other teachers in the system so qualified, prior to being opened to other persons from outside the system.

Coaching positions not listed on the contractual athletic activity scale may be compensated from this fund.

(The per capita amount is set by the SLATA Agreement.)

Part-Time Teachers (3508.3)

When teachers are employed on a part-time basis, they will be paid on the basis of their qualifications, experience, and the amount of time they are employed at the specific school. The salary will be computed as a percentage of the salary of a full-time teacher with the same qualifications and experience. The percentage is obtained by dividing the number of class/supervision periods the part-time teacher is assigned by the number of class/supervision periods in the normal schedule of a full-time teacher.

Benefits for part-time teachers consist only of those specified as applicable to part-time teachers.

Credit for Volunteer Service (3508.4)

Special recognition is given to persons who apply for Catholic school teaching positions after having completed volunteer tours of duty with the Peace Corps and any other approved volunteer organization for which the individual received only living expenses.

These individuals, upon being hired by the St. Louis Archdiocesan Schools, receive credit for one year of experience for every one year in the service in these corps.

Contracts (3508.5)

Contracts are issued annually.

Renewal of Contracts (3508.51)

The Education HR Office will issue new contracts for the following school year on April 5 or after the salary schedule has been determined. These contracts will be sent to the President for distribution to the teachers. If the teacher does not accept and return the contract by May 5, the contract shall be considered rejected and the teaching position shall be considered open.

Conditional Renewal (3508.52)

Copies of all conditional contracts will be presented to SLATA at the same time they are presented to the teacher(s). A conditional contract is one containing stipulations that one or more aspects of performance must be improved or that continuous progress toward certification must be made until deficiencies are removed if a teacher is to continue to be employed in the system. The contract must have a cover letter stating that this is a conditional contract and that a copy has been sent to SLATA.

Termination of Employment by the School (3508.53)

Beginning with teachers hired for the 1993-94 school year, the first three years of a teacher's service in the Archdiocesan high school system are considered a probationary period. There is no obligation to renew a teacher's contract at the end of any of the first three years. Teachers whose contracts are not being renewed will be notified by March 25.

Except as noted above, no teacher in the bargaining unit shall be discharged, terminated, or disciplined without good and sufficient cause. In the event that dismissal or discipline for unsatisfactory performance is contemplated or if it is intended not to submit a teaching contract for renewal, the teacher and the Association shall be notified at least two weeks in advance, but no later than March 25, of such contemplated action, in writing addressed to the teacher and to the President of the Association. Such notice shall truly state for what cause, if the teacher is to be discharged, disciplined or is not being proffered a renewal contract.

Suspension (3508.54)

Any employee may be temporarily suspended by the President for insubordination, misconduct, immorality, inefficiency, or for other reasons which, in the opinion of the President, seriously impair the ability of the employee to function effectively in the school. The suspension could be for such time as may be necessary for investigation.

Release from Contract (3508.55)

After a contract has been signed by the teacher and the President both parties have a legal and professional obligation to fulfill it. A teacher requesting release from a contract must present valid reasons in writing to the President giving as much advance notice as possible. When such a release of contract would seriously impair the efficient operation of the school, a teacher may be asked to stay until a suitable qualified replacement is found.

If a contract is broken by an educator for reasons other than medical disability, COVID-19, birth or placement of a child, caring for a seriously ill family member, or moving out of the area due to one's spouse being transferred, it is considered a breach of contract. The liquidated damages of \$1000 for an agreement terminated by the teacher will be assessed and taken out of the teacher's final paycheck.

A teacher who does not honor a contract after one is signed will not be rehired into a Catholic school at a future date. No recommendations will be given to other employers. Information that a contract has been broken will be placed in the person's permanent file.

If a teacher is reimbursed for a summer course/workshop and then breaks his/her contract, the teacher is required to repay the school system the amount given for reimbursement.

Benefits (3509)

Please refer to the *Educator Benefits Guide* (Appendix#2) for a complete explanation of the comprehensive benefit plans offered by the Archdiocese of St. Louis.

Retirement/Early Retirement Option (3509.1)

An early retirement option will be offered in accordance with the requirements specified in the agreement between SLATA and the Archdiocesan Board of Catholic Education.

Scholarship for Teacher's Dependents (3509.2)

All children of Archdiocesan high school lay teachers who are enrolled in a member high school shall attend on a full-tuition scholarship. In addition, fees termed "general fees" will be waived. All other fees will be covered by the teacher/parent. Children must be in attendance at the time the teacher is employed full time or the teacher is in Early Retirement status.

All children of Archdiocesan high school lay teachers who have 10 or more years of service in a member high school shall be able to attend schools in said system with the same financial consideration described above should the teacher-parent die or become disabled. The disability provision applies only in cases of permanent disability which precludes permanent employment.

Teachers who have completed 10 or more years of service in a member high school and who are released due to reduction in force will receive tuition and general fee scholarships for their children if:

1. Within a five-year period a former teacher's child is ready to enter high school; and
2. The teacher has not secured a job with greater pay than his/her salary step at the time of termination. If the former teacher secures a job with a greater salary than the step at the time of termination, the difference of the salaries will be subtracted from the tuition credit. Children that come under the guardianship of a teacher after the time of termination are not eligible for this benefit.

Social Security/Medicare (3509.3)

The school shall contribute to the Social Security System for each covered lay employee.

Religious communities are responsible for paying the Social Security benefits for religious educators. The 10% retirement benefit paid by the schools to the religious community includes the school's responsibility in regard to Social Security/Medicare.

Workers' Compensation (3509.4)

Educators are protected by the Missouri Workers' Compensation Law which provides assistance in the form of payments for related medical expenses and part of lost salary in the event of accidental injury while in the performance of duties.

Workers' Compensation benefits will be paid in lieu of the employee's regular salary and medical leave benefits. Injuries must be reported immediately to receive Workers' Compensation benefits.

Unemployment Insurance (3509.5)

Due to its religious exemption under the Missouri Employment Security Law, wages earned by employees for services performed for the Archdiocese will not be used to determine insured worker status of unemployment benefits.

Professional Liability Coverage (3509.6)

The Archdiocese of St. Louis is self-insured and provides comprehensive liability insurance coverage for all parishes and agencies. This provides liability coverage to educators employed by the Archdiocese while in the pursuit of their responsibilities.

Coverage includes: incidental malpractice, libel, slander, false arrest, defamation of character, invasion of privacy, wrongful eviction, discrimination, shock and mental anguish, and errors and omissions. Sexual abuse is not covered.

Parental Leave for Birth of a Child or Adoption (3509.7)

Supportive of the Church's Respect-Life position, for regular employees who (a) have worked for an entity of the Archdiocese for at least twelve (12) months, and (b) have worked for at least 1,000 hours in the previous twelve (12) months, a total of twenty (20) paid leave days will be provided to each employee each fiscal year (July 1-June 30) for the birth of a child or adoption by the employee or the employee's spouse. This paid leave will not come out of current plan year vacation allowance or medical/sick leave days and will be provided first and automatically to any qualified employee. This policy applies to all qualified employees, men or women.

Please note that a policy limitation of a cumulative total of twenty (20) paid days per fiscal year to each qualified employee, or to each couple, if entities of the Archdiocese employ both individuals, will apply. This leave is not deferrable nor can it be accrued. The twenty paid days begins with the birth of the child or the adoption event. **If the birth of the child occurs during the summer months when the educator is not required to work, then the 20 paid days is not payable until the teacher is required to return to work and must be within the immediate 20 days following the birth event.**

Any Parental Leave granted under this policy shall be included in the leave granted under the Family and Medical Leave Policy, if applicable, and shall not be in addition to Family and Medical Leave.

Paid Sick Leave (3509.8)

Paid sick leave days are available to eligible employees for leaves precipitated by: the employee's own health condition; the need to care for a spouse, child or parent because of his or her serious health condition; birth of a child to the employee or the employee's spouse; or the placement of a child with the employee for adoption or foster care. Paid sick leave days may not be used as vacation days.

Paid sick leave days will be allowed for full-time teachers at the rate of 10 school days per year. Any unused sick leave days may accumulate and may be carried over from year to year up to a maximum of 184 days including days earned through substitution prior to June 30, 1987. Unused sick leave days beyond 184 days shall be compensated at \$50 per day with payment made on June 15. Excess days compensated in a given year are not compensated again in future years.

A sick leave pool can be created on an as-needed basis to assist teachers who themselves have a serious health condition. Teachers with long-term serious health conditions who have used up their sick days may draw from this pool. As noted above, a medical leave for one's own illness cannot exceed one hundred eighty-four (184) days. Teachers may contribute a maximum of one day per year for each long-term illness serious health condition as agreed upon by SLATA and the Office of Catholic Education and Formation.

Paid sick leave is available only to the extent that the teacher has sick leave days accumulated.

Paid sick leave for a teacher's own health condition may not exceed 184 days. Upon recuperation, the teacher must immediately return to work.

FMLA Leave (3509.81)

The Family and Medical Leave Act of 1993 (FMLA) is a federal statute that requires employers to provide eligible educators with up to 12 weeks of unpaid leave during a rolling 12-month period under certain circumstances. (FMLA also includes a special leave entitlement that permits eligible educators to take up to 26 weeks of leave to care for a covered service member during a single 12-month period). This policy explains the conditions under which an educator may request time off without pay for a limited period with job protection and no loss of accumulated service if the educator returns to work. To determine the amount of FMLA leave to which an educator is entitled, the 12-month period is measured backwards from the date that the educator uses any FMLA leave. In other words, any FMLA leave that was taken by the educator during the 12 months preceding the date that the educator takes additional FMLA leave will be counted to determine the amount of FMLA leave remaining. During a family or medical leave provided under this policy, an educator must also use any available paid time off (sick leave, personal holidays, paid holidays, or workers' compensation leave). Family and medical leave will run concurrently with any available paid leave (See 3509.819).

Leave may be taken:

1. on the birth and care of an educator's child;
2. for the placement of a child for adoption or foster care with an educator;
3. to care for a child, spouse, or parent who has a serious health condition; or
4. when an educator is unable to perform the functions of his or her job because of the educator's own serious health condition.

Definition of a Serious Health Condition:

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the educator from performing the functions of the educator's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Family Leave Entitlements (3509.811)

Eligible educators with a spouse, child or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies arising out of the active duty or call to duty. Qualifying exigencies may include alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment integration briefings.

FMLA also includes a special leave entitlement, known as Military Caregiver Leave that permits eligible educators to take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Eligibility (3509.812)

To be eligible for leave under this policy, an educator must have been employed by the school 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 (3509.813)

To request leave, an eligible educator must complete and submit to the President a Notice of Request for a Family and Medical Leave of Absence Form. This form must be completed in detail, signed by the educator, and submitted to the President 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 educator must provide a minimum of 30 days advance notice or as much advance notice as possible under the circumstances when requesting leave. If an educator becomes aware of a need for FMLA leave less than 30 days in advance, the educator should provide notice of the need for leave either the same day or the next business day. When the need for leave is not foreseeable, the educator must give notice to the President of the need for leave as soon as is practicable.

An educator must provide sufficient information for the President to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the educator is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. An educator also must inform the President if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The President will require medical certification, which is complete and sufficient, to support a request for leave for an educator's own serious health condition, to care for a child, spouse, or parent with a serious health condition, or for leave to care for a covered service member with a serious illness or injury. The certification form will be provided by the President to the educator and will request only that information

permitted by the Secretary of Labor. The educator must return the fully completed certification form to the President no later than 15 days after the President provides the certification form to the educator.

The President may also require a second medical opinion at its own expense. If the first and second opinions differ, the President may require the binding opinion of a third health care provider, approved jointly by the President and the educator and paid for by the employer. In addition, the President may require periodic reports during FMLA leave regarding the educator's status and intent to return to work.

The President also requires that the educator submit a complete and sufficient certification for a leave due to a qualifying military exigency on the form prepared by the Secretary of Labor. The first time that the educator requests leave for a qualifying exigency in connection with a particular covered military member, the educator must also submit a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's status.

If any FMLA certification is deficient, the President will provide the educator with written notice of the deficiencies. The educator will have 7 calendar days to cure the deficiency. If an educator fails to provide the President with a complete and sufficient certification (despite the 7-day period to cure the deficiency) or fails to prove any certification at all, the request for FMLA leave may be denied.

In addition, in order to ensure educational continuity for the students, the educator should make an effort to schedule leave so that it does not unduly disrupt school operations when possible.

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

An educator'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 educator's employment

Intermittent or Reduced Leave (3509.814)

Leave may be taken on an intermittent or reduced leave schedule if it is medically necessary for a serious health condition of the educator or his or her spouse, child, or parent, or for the serious illness or injury of a covered service member. Educators must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the school's operations. Leaves due to qualifying exigencies may also be taken on a reduced schedule or intermittent basis when necessary.

Special Rules for Instructional Employees (3509.815)

Special rules apply to certain employees of schools. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term, by instructional employees. “Instructional employees” are those whose principal function is to teach and instruct students in a class, small group, or individual setting.

Rules for Leave, Intermittent Leave, or Leave on a Reduced Schedule (3509.816)

If an instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee’s own serious health condition, and the leave that is foreseeable based on planned medical treatment, and the educator would be on leave for greater than 20% of the total number of working days over the period during which the leave would extend, then the President may require the educator to elect either: (1) to take leave for periods of a particular duration, not greater than the duration of the planned treatment; or (2) to transfer temporarily to an available alternative position offered by the President for which the educator is qualified that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular position of the educator.

Rules for Leave Periods near the Conclusion of Academic Term (3509.817)

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

1. Leave more than five weeks prior to end of term:

If the educator begins FMLA leave of any type more than five weeks prior to the end of the academic term, the President may require the educator to continue taking leave until the end of such term, if the leave is of at least three weeks duration, and the return to employment would occur during the three week period before the end of such term.

2. Leave less than five weeks prior to end of term:

If the educator begins leave for the birth of the educator’s child or the placement of a child with the educator for adoption or foster care, or to care for a spouse, child, or parent who has a serious health condition, or for Military Caregiver Leave during the period that commences five weeks prior to the end of the academic term, the President may require the educator to continue taking leave until the end of such term, if the leave is greater than two weeks duration; and the return to employment would occur during the two week period before the end of such term.

3. Leave less than three weeks prior to end of term:

If the educator begins leave for the birth of the educator’s child or the placement of a child with the educator for adoption or foster care, or to care for a spouse, child, or parent who has a serious health condition, or for Military Caregiver Leave during the period that commences three weeks prior to the end of the academic term and the duration of the leave is greater than five working days,

the President may require the educator to continue taking leave until the end of such term.

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

Spouses Combined Leave (3509.818)

Spouses who are both employed by a parish within the Archdiocese or an Archdiocesan High School are entitled to a combined total of 12 weeks of leave for the birth of the educator's child or placement of a child with the educator for adoption or foster care, or to care for the educator's parent with a serious health condition.

Spouses who are both employed by a parish or agency within the Archdiocese are also limited to a combined total of 26 weeks of leave during a single 12 month period for (1) Military Caregiver Leave or (2) for Military Caregiver Leave and one or more of the following: (a) birth of the educator's child; (b) placement of a child with the educator for adoption or foster care; or (c) to care for the educator's parent with a serious health condition.

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 Leave with Paid Time Off (3509.819)

In connection with any leave taken under this policy, an eligible educator 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. In other words, if an educator is entitled to both unpaid FMLA leave and paid leave under another benefit plan or policy, the educator will be required to use all applicable paid leave plans or policies before unpaid leave, and the FMLA leave and paid leave will run concurrently. Upon the exhaustion of such paid time off, any remaining FMLA leave shall continue without pay.

Status of Educator Benefits During Leave of Absence (3509.820)

Health Insurance:

Group health care coverage will continue for educators on leave as if they were still working. Educators who are granted an approved leave of absence under this FMLA policy must 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, educators are responsible for making sure the President receives premium payments by the normal payroll dates. If an educator fails to make timely payment of his or her share of the premiums (i.e. the premium is more than 30 days late), the educator's health insurance coverage may terminate.

Recovery of Premiums:

If an educator 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 FMLA leave of absence, the President may recover from the educator the cost of any payments made to maintain the educator's health insurance, unless the failure to return is because of a serious health condition or reasons beyond the educator's control. Benefit entitlements based on length of service will be calculated as of the last paid workday before the start of the unpaid absence.

Other Benefits:

An educator's use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an educator's leave.

Job Restoration (3509.821)

Following a FMLA leave, the President will restore an eligible educator 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 educator's job, then the President will no longer have an obligation to reinstate the educator under the FMLA.

Employer's Responsibilities (3509.822)

The President must inform an educator requesting FMLA leave whether or not he or she is eligible. If the educator is eligible for FMLA leave, the notice must specify any additional information required from the educator, as well as the educator's rights and responsibilities. If the educator is not eligible for FMLA leave, the President must provide the reason for the ineligibility.

The President must inform the educator if leave will be designated as FMLA-protected and the amount of leave counted against the educator's leave entitlement. If the President determines that the leave is not FMLA-protected, the employer must notify the educator.

Unlawful Acts by Employers (3509.823)

FMLA makes it unlawful for any employer:

1. to interfere with, restrain, or deny the exercise of any right provided under FMLA; and
2. to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement (3509.824)

An educator may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA Section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

FMLA Leave Expansion and Emergency Paid Sick Leave Policy Coronavirus (3509.825)

Purpose

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and pay, where applicable. This policy will be in effect from April 1, 2020, until December 31, 2020. Our existing FMLA leave policy still applies to all other FMLA-qualifying reasons for leave outside of this policy.

Expanded FMLA Leave

Employee Eligibility

All current employees who have been employed with [Company Name] for at least 30 days and are actively scheduled for work are eligible for leave under this policy.

Employees laid off or otherwise terminated on or after March 1, 2020, who are rehired on or before December 31, 2020, are eligible for leave upon reinstatement if they had previously been employed with School for 30 or more of the 60 calendar days prior to their layoff or termination.

Reason for Leave

Eligible employees who are unable to work from home due to a need to care for their child when a school or place of care has been closed, or when the regular child care provider is unavailable due to a public health emergency with respect to COVID-19.

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

“Child care provider” means a provider who receives compensation for providing child care services on a regular basis, including:

- A center-based child care provider.
- A group home child care provider.
- A family child care provider (one individual who provides child care services for fewer than 24 hours per day, as the sole caregiver, and in a private residence).
- Other licensed provider of childcare services for compensation.
- A childcare provider that is 18 years of age or older who provides child care services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece or nephew of such provider, at the direction of the parent.

“School” means an elementary or secondary school.

Duration of Leave

Employees will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken 6 weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

[The following section on increments and intermittent use of leave is optional. Employers do not have to offer intermittent leave, but the Department of Labor (DOL) encourages employers to be as flexible as possible.]

Increments & Intermittent Use of Leave

Employees may take expanded FMLA leave intermittently and in any increment agreed to with their manager. For example, an employee may only need 4 hours per day of leave to care for his or her child or may only need to do so on Tuesdays and Thursdays. Managers and employees are expected to be flexible in scheduling wherever possible.

Pay During Leave

Leave will be unpaid for the first 10 days of leave; however, employees may use accrued paid vacation or personal leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, as further explained below.

After the first 10 days, employees will be required to use any accrued vacation or personal paid leave for the number of hours the employee would otherwise be scheduled to work. Should an employee's accrued company paid leave exhaust, any additional leave taken will be paid at two-thirds of an employee's regular rate of pay. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year calendar year.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- If the employee has worked 6 months or more, the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type.
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Employees may also supplement the two-thirds pay with accrued company paid time off (PTO) not to exceed 100% of regular pay. For example, an employee may choose to use one-third of an hour of PTO for each hour of expanded FMLA leave taken to reach 100% of normal pay per hour.]

Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the HR department.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Procedure for Requesting Leave

All employees requesting FMLA leave must provide written notice of the need for leave to the HR manager as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided.

Notice of the need for leave must include:

- The name and age of the child or children being care for.
- The name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons.
- A statement representing that no other suitable person is available to care for the child or children during the period of requested leave. For children over the age of 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee Status After Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. If the position the employee held before leave started no longer exists due to economic conditions or operational changes that are made because of the public health emergency, and no equivalent position is available, the employee will not be returned to employment. The employee has 12 weeks of job protection under FMLA and should the employee not be able to return to work within 12 weeks, the employer will notify them, that should they not be able to return to work by the end of 12 weeks, they will no longer be able to protect their position and they will accept their resignation and be able to fill the position.

Emergency Paid Sick Leave

Eligibility

All current full- and part-time employees' scheduled but unable to work or work from home due to one of the following reasons for leave:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.

2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the child care provider of such child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

“Individual” means an immediate family member, with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for must: a) be subject to a federal, state or local quarantine or isolation order as described above; or b) have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.

Furloughed employees are not eligible as there is no work available from which to take leave.

Amount of Paid Sick Leave

All eligible full-time employees will have up to 80 hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- If the employee has worked 6 months or more, the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type.
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

[The following section on increments and intermittent use of leave is optional. Employers do not have to offer intermittent leave, but the DOL encourages employers to be as flexible as possible.]

Increments and Intermittent Use of Leave

When working from home, employees may take emergency paid sick leave intermittently and in any increment agreed to with their manager. As in the example for FMLA leave, an employee may only need 4 hours per day of leave to care for his or her child or may only need to do so on Tuesdays and Thursdays. Managers and employees are expected to be flexible in scheduling wherever possible.

For those not teleworking and currently working onsite, an employee may only take intermittent leave for reason 5 above, to care for his or her child when the school or place of care is closed, or the caregiver is unavailable due to COVID-19-related reasons. Per the regulations, as all other reasons for emergency paid

sick leave could potentially expose an employee or others in the workplace to the virus, employees must either use the full amount of paid sick leave or use it in full-day increments until the reason for leave is over and it is safe for the employee to return to work.

Rate of Pay

Emergency sick leave will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater, for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed:

- \$511 per day and \$5,110 in total for leave taken for reasons 1-3 above.
- \$200 per day and \$2,000 in total for leave taken for reasons 4-6 above.

Interaction with Other Paid Leave

The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.

Employees on expanded FMLA leave under this policy may use emergency paid sick leave concurrently with that leave. Emergency paid sick leave may also be used when an employee is on leave under traditional FMLA for his or her own COVID-19-related serious health condition or to care for a qualified family member with such a condition.

Procedure for Requesting Emergency Paid Sick Leave

Employees must notify their manager or the HR manager of the need and specific reason for leave under this policy. A form will be provided to all employees on the company intranet and/or in a manner accessible to all. Verbal notification will be accepted until practicable to provide written notice.

Documentation supporting the need for leave must be included with the leave request form, such as:

- A copy of the federal, state or local quarantine or isolation order related to COVID-19 applicable to the employee or the name of the government entity that issued the order.
- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual the employee is taking leave to care for who is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave.
 - For children over age 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

Once emergency paid sick leave has begun, the employee and his or her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

Carryover

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused FFCRA emergency paid sick leave will not carry over to the next calendar year or be paid out to employees.

Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave. However, the employee has a maximum of 12 weeks of job protection under both FMLA and FFCRA guidelines.

Extended Leave of Absence (3509.9)

After one year of service an educator may request an extended leave beyond the educator's 12-week FMLA leave allotment for the educator's own health condition; the need to care for a spouse, child or parent because of his or her serious health condition; birth of a child to the employee or the employee's spouse; or the placement of a child with the employee for adoption or foster care. The administrator has the discretion to approve or deny the request. Educators are not compensated while on this leave unless they elect to use any accumulated medical leave days available to them. The leave may not exceed 24 weeks. At the end of this period the administrator will attempt to return the educator to the same position or its equivalent to the extent possible. However, an educator cannot be guaranteed that he or she will be returned to the same position.

Educators who are granted an extended leave of absence under this policy are advised to arrange to pay 100% of their premiums during the absence. If the leave is paid, premiums will continue to be paid through payroll deductions. If the leave is unpaid, educators are responsible for making sure the school receives premium payments by the normal payroll dates. The educator's failure to make his or her premium payments by the normal payroll dates to the school may result in the discontinuation of the educator's group health care coverage.

An extended unpaid medical leave may be taken for the reasons indicated above. Such leave cannot extend beyond two full semesters and the remainder of the semester in which the leave begins. Teachers on such leave shall return to work only at the beginning of a semester. If an extended medical leave will extend through the end of the current employment agreement, the teacher will be paid all unpaid earnings accrued up to the beginning of the leave using the formula found under "Payroll Procedures".

Health insurance premiums continue to be paid by the school for the first 60 days of medical leave or extended medical leave, whether the leave is paid or unpaid. Health insurance premiums are paid by the school while a teacher is on paid medical leave for the teacher's own health condition up to **184** days.

Part-Time Teachers (3509.91)

Part-time teachers may collect medical leave benefits proportionate to their percentage of full-time employment: that is, a teacher having one-half of a full-time contract is entitled to five calendar days of paid medical leave; two-thirds of a contract, seven calendar days, etc. Medical leave benefits for part-time teachers do not accumulate or carry forward.

Part-time teachers are not eligible for leaves of absence except that part-time teachers who have been half time or greater for the previous 12 months are entitled to 60 days of medical leave for the reasons outlined in this section. Paid medical leave is available only for the number of days specified above.

Absence and Leaves (3510)

Unavoidable absences of teachers due to circumstances such as personal sickness, sickness or death in the immediate family, accidents, or other good cause shall be excused. (SLATA Agreement)

The use of excused absences will be strictly confined to legitimate purposes as specified below. Violations of these provisions will be grounds for disciplinary action or dismissal.

Funeral Leave (3510.1)

A leave of absence of up to three (3) school days without diminution of pay shall be provided to each teacher in the event of a death in his or her immediate family. The “immediate family” is defined as the spouse, children, parents, step-parents, brother, sister, mother-in-law, father-in-law or grandparents of the teacher. Decisions for exceptions necessitating leaves for deaths of other relatives or variances in interpretation of “immediate family” are made by the President at the local school with possible consultation with the Office of Catholic Education and Formation and SLATA representative.

Jury Duty (3510.2)

When teachers are summoned to serve on jury duty during the school year, they should consider the effect their absence may have on the school's educational programs. Decisions are best made jointly between teacher and principal.

Should teachers decide not to serve at the requested time, teachers may request a change of dates.

Should teachers decide to serve at the requested time, teachers are excused from school and continue to receive the contract salary.

Personal Days (3510.3)

All full-time teachers are entitled to two personal days. No more than two teachers at any one school may take personal days on the same day. Local administration may exclude some days from use as personal days. Teachers are able to bank unused personal days (2) or convert them to unused sick days.

Emergencies (3510.4)

A teacher may be allowed an excused absence for any sudden or unforeseen situation requiring the teacher's immediate attention or action. Normally, such an emergency would result from an act of God, such as flood, storm, etc., or any accident involving the teacher or a member of his/her immediate family.

If it is necessary for a teacher to be absent from school for an emergency or some other good cause, the following procedure should be used:

1. The teacher contacts the principal, or the member of the administration designated, to discuss need for an emergency absence from school. This should be done as soon as possible after need for such an absence is known.
2. The administrative member shall agree to reasonable requests as soon as possible upon request, before or on the first day of absence. These absences are not considered part of the allowable sick leave.

3. If the request for leave of absence is refused by the administration, the rationale should be put in writing and given to the teacher.
4. Teachers may be excused to serve jury duty. However, teachers should consider the extent to which other teachers might thereby be involved in substitutions when weighing in their own conscience how to respond to this kind of call to civic duty.
5. If staff members accept jury duty, they will continue to receive their contract salary provided they agree to pay to the school all funds received for jury duty.

Decisions to take part in workshops and conventions necessitating absences from classes are determined at the local school.

Unexcused Absence (3510.5)

In the event that a teacher decides to take an absence that the administration does not consider one that can be excused, an adjustment in pay will be made to reimburse the school for each day of such absence. Such deductions will be made from the paycheck in the pay period immediately following such absences. The computation formula can be found under "Payroll Procedures."

An excessive number of unexcused absences could be the cause for nonrenewal of contract or dismissal.

Leave of Absence (3510.6)

A teacher who has successfully completed two years or more of teaching in the Archdiocesan high schools and who has not signed a contract for the coming school year is entitled to make application for a leave of absence for approved purposes. Examples of approved purposes may include:

1. Additional education. There should be a planned program of full-time, advanced graduate study that clearly relates to specific needs of the school system;
2. Military service (one, two, or three years); or
3. A year's foreign travel (outside the continental U.S.A.) for formal education. This can be recognized only when a college or university grants college credits.

A teacher may make application to the Superintendent of Secondary schools for a leave of absence. This request must be made in writing. The application should state the reason and express an interest in returning to the Archdiocesan schools after the completion of the year. A reply would then be directed to the teacher outlining the conditions of the leave of absence.

An individual whose leave of absence request is accepted would be moved one step on the salary scale during his/her absence. As an example, an individual on step 3 at the end of any given school year would request a leave of absence. That teacher, after a year's authorized absence, would receive credit for step 4 and advance to step 5 upon return.

When teachers have received permission for a leave of absence, they can be assured of being rehired at the school where they were previously employed unless a local school situation would prevent rehiring. This "situation" would prevail when a school's enrollment has dropped and a cutback in the number of teachers is necessitated or when student registrations change the kind of teachers needed. Such a teacher would then have first priority and be given a position, if available, in one of the other Archdiocesan high schools.

If a request for a leave of absence is not made by a teacher departing the system, his/her years of seniority service cannot be granted to the teacher upon return. A teacher is considered withdrawn when an offered contract is not signed and returned by the date designated.

In special cases it may be possible for teachers to change their status from full time to part time for the purpose of fulfilling some requirements of graduate study. Permission for such a request is contingent on the feasibility for such an arrangement at the local school. The same procedure for application applies as described for a full leave of absence. The same provisions for status in the system and conditions for full-time re-employment also apply.

Sabbatical (3510.7)

After each 10 years of service, a teacher is eligible for a one-year unpaid sabbatical. If a plan for professional growth is approved, the sabbatical counts as a year of service. If the sabbatical is for personal reasons, it does not count as a year of service. The teacher is entitled to a position the following year as explained in 3504.2.

Sick Leave (3510.8)

Sick leave shall be taken by a teacher because of actual illness necessitating absence from teaching duties or because of necessary recuperation from an accident or operation. Sick leave may be used for said medical leave for the following conditions: the need to care for a spouse, child or parent because of his or her health condition; the birth of a child to the employee or the employee's spouse and the placement of a child with the employee for adoption or foster care. Sick leave without diminution of pay shall be given to the teacher at the rate of ten (10) school days per school year, and unused sick leave may accumulate and be carried over from year to year to a maximum of the instructional days and faculty days of one school year (184 days). The total shall include days earned through substitution prior to June 30, 1987. Unused sick leave beyond 184 days shall be compensated at \$50.00 per day, with payment made on June 15th. Sick leave does not include time off for any other causes except that mentioned at the beginning of this section. In any case of extended illness or repeated absence on account of illness, the principal or the Associate Superintendent for Education HR may require satisfactory proof of illness as a condition of eligibility for paid sick leave.

Payroll Procedures (3511)

General Procedures (3511.1)

Beginning on August 1, 2017 all teacher contracts will begin August 1 and end on July 31. Teachers will then resume being paid over 24 pay periods. For compensation purposes the school year includes 200 days. A formula is used to calculate the compensation of teachers who do not complete the school year by using the figure of 200 school days from the first day of school to the last day. These 200 days include every weekday and all holidays. An example would be a teacher who starts teaching August 27. This teacher is then forced to leave October 31. The teacher would be credited with:

August	5 days
September	20 days
October	<u>18 days</u>
	43 days

Formula would read: $\frac{43}{200} \times \$28,000 = \6020.00
(annual salary)

That teacher would receive \$6,020.00 having completed 43/200, or 21.5% of the school year. Further assistance in computation or calculation of the amount is available through the Education HR Office.

Salary Scale Advances (3511.2)

Teachers initiate a change of lane on the salary scale by informing the President when they are in the final semester of coursework that will qualify them for the BA+15, BA+30, MA, MA+15, or MA+30 lane. To move across lanes plus hours must be taken after receipt of the degree.

If a teacher earns any of the above during the spring term or summer term, the new salary amount will be in effect for the next school year if documentation is on file no later than September 10. If a teacher earns any of the above during the fall term, the new salary amount will be in effect beginning with the first pay period of the second semester if documentation is on file no later than February 10. Salary will not be retroactive.

Documentation consists of official transcripts from colleges and universities and letters or certificates of attendance for CEU workshops. It is the teacher's responsibility to ensure that the schools or organizations through which credits or CEU's are earned send the necessary transcripts or verification of attendance.

Lane changes occur only at the beginning of each semester. The pay periods at the 15th or the end of the months of September and February constitute the limits of the phrase "beginning of each semester."

Documentation must be on file in the Education HR office and with the school's President prior to September 10 or February 10 to move lanes. When the documentation certifying a lane change has been received, a new contract will be prepared reflecting the new salary.

Only credits from colleges and universities that are recognized by an approved accrediting association will be accepted. In addition, the school system reserves the right to deny credit from colleges and universities offering courses by correspondence only.

Half of the credits needed for movement to the BA+15, BA+30, MA+15, and MA+30 salary scales can be obtained through CEU's. This policy provides wider range of activities at generally lesser costs than college or university credits alone. For the purpose of moving from one salary lane to another, two CEU's are considered equivalent to one college credit.

No one can advance more than one step in a year when moving from one salary lane to another.

Federal and State Tax Withholding (3511.3)

Federal and State, and City Income Tax regulations require the withholding of definite amounts from salary checks. The amounts vary according to the amount of the salary and the number of dependents. Each employee files the necessary forms with the Education HR Office. Employees should keep this Office properly informed in the event of a change in the number or status of dependents.

SLATA Dues Deduction (3511.4)

Staff members who wish to pay their SLATA dues/service fee through a payroll deduction authorize this on an annual basis. The provisions for implementing this agreement are as follows:

1. a place is designated on contracts for teachers to elect automatic payment of SLATA dues;
2. the deductions will be made twice per month during the school year;
3. the money will be remitted to SLATA monthly; and
4. the dues of priests and religious will not be handled in this way.

Grievance and Due Process (3512)

Basic Principles (3512.1)

1. A grievance is defined as "any and all disputes, complaints, controversies, claims or grievances whatsoever between a teacher or the Teachers Association and any principal, administrator or supervisory official in the St. Louis Archdiocesan school system, which directly or indirectly arises under, out of, or in connection with or in any manner relates to the Agreement with the Teachers Association or the alleged breach thereof, or the acts, conduct or relations of or between the teacher and the above mentioned Archdiocesan authorities." (SLATA Agreement)
2. Without limiting the generality of the matters that may be the subject of the grievance procedure as described above, denial of a leave of absence requested by a teacher shall be considered as a proper subject of the grievance procedure. (SLATA Agreement)
3. The grievance procedure is provided to secure equitable solutions to problems at the lowest possible administrative level.
4. Grievance procedures should be more concerned with what is right and less concerned with who is right. Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint and that commonly accepted principles of ethical professional conduct be observed at all times.
5. The grievance procedure is not intended to be a method to challenge or change the rules and regulations of the local school.
6. The grievance procedure is not intended to supplement, eliminate, or replace informal consultations, personal conferences, and similar administrative techniques which may be effective in resolving difficulties. Every reasonable effort should be made to settle complaints without resorting to the established grievance procedure.

7. Grievance processing shall be viewed as a positive and constructive effort that seeks to establish facts upon which the grievance is based and come to a fair conclusion. Teachers shall not be discriminated against nor shall reprisal be attempted against teachers because they file a grievance.

Grievance Procedure (3512.2)

The parties recognize that a procedure under which grievances may be presented and discussed is desirable for an orderly administration of the school system and in the administration of this agreement. It is therefore agreed that any and all disputes, complaints, controversies, claims, or grievances whatsoever between a teacher or the Association and any principal, administrator or supervisory official in the Archdiocesan school system, which directly or indirectly arises under, out of, or in connection with, or in any manner relates to this agreement or the alleged breach thereof; or the acts, conduct or relations of or between the parties shall be adjusted under the following procedure. The time limits specified below may be extended by mutual written agreement of the parties.

Step One:

Any teacher in the bargaining unit or authorized representative of the Association who has a complaint or grievance as herein above defined may present it orally and in writing to the President of the school where the grievance exists or directly to the supervisory official with whom the grievance exists, e.g. the Superintendent of Secondary schools or his representative. The teacher may, but shall not be required to, have the assistance and request the presence of an authorized representative of the Association. The grievance will be presented as promptly as can be done, but no later than 20 working days after the occurrence of the event giving rise to the grievance. The grievance will be written with a short statement of the matter complained of and what action the grievant wishes to be taken. The President of the school will discuss the matter with the teacher and the Teachers Association representative promptly, and whenever possible, within five working days after the time the grievance has been presented in writing. The school administrator's answer will be in writing.

Step Two:

If the answer of the President at the local school fails to settle the matter and the grievant or the Association wishes to take the matter further, the grievance may be taken to the Superintendent of Secondary schools or his representative. Notification of the intent to pursue Step 2 must be given in writing to the Superintendent of Secondary schools or his representative within 10 working days of the receipt of the answer. The Superintendent of Secondary schools or his representative will meet, as soon as convenient, with the grievant and a representative of the Teachers Association to review the matter and attempt to settle the same. The Superintendent of Secondary schools or his representative will give answer in writing promptly and, whenever reasonably possible, within five working days after the time of the review.

Step Three:

Schools represented by SLATA should refer to the SLATA agreement.

Informal Settlement (3512.3)

Disagreements on implementation of policies relative to number or preparations, requests of teachers to serve as extra-curricular moderators, denial of a leave of absence, "schedule" for teachers' presence at evening and weekend functions, or other matters in the *Administrative Manual for Secondary Schools* should be worked out informally with the SLATA representative and the Superintendent of Secondary schools or his representative when agreeable solutions cannot be reached on the local level.

SLATA AND LOCAL SCHOOL ADMINISTRATION (3600)

Constructive communications between administrators and SLATA on those matters which need to be addressed locally are desirable.

To facilitate communications in an orderly and efficient manner, the official contact for the President on local issues is the local elected SLATA representative. Communication through any executive board member of SLATA is acceptable unless either group deems it inadvisable.

The SLATA President should be given some school time to work on SLATA business. This time may be obtained by assigning the President to a reduced supervisory load.

The current Agreement between SLATA and the Board of Catholic Education is found in the Appendix. (Appendix 1: *SLATA Agreement*)

Cardinal Ritter College Prep, Bishop DuBourg, Rosati-Kain, St. Mary's, St. Pius X and Trinity Catholic high schools are in a relationship with SLATA, governed by the SLATA agreement.

Duchesne, St. Dominic and St. Francis Borgia Regional high schools are not in a relationship with SLATA, and therefore policies contained in this manual as a result of negotiations with SLATA do not apply to these schools in the same manner as the schools that are members of the Catholic High School Association.

ALL EMPLOYEES

(3700)

Child Abuse (3701)

All employees and volunteers of the Archdiocese, which includes parish employees, working with or near minors are required to follow the Archdiocesan policy and procedures on child abuse. All employees and volunteers who are screened for child abuse are required to participate in the *Protecting God's Children for Adults* program. All of these employees and volunteers are also required to read and sign the *Code of Ethical Conduct for Clergy, Employees and Volunteers Working with Minors*.

The policy and procedures can be found in the manual "Policies and Procedures on Child Abuse for the Archdiocese of St. Louis" available on-line at the Protecting God's Children link at <http://www.archstl.org>

Immigration (3702)

As employers, the schools must verify the identity and employment eligibility of all employees hired after November 6, 1986. Failure to comply can result in employer sanctions, including civil fines and/or criminal penalties. Form I-9 must be completed for each newly hired employee. This form is kept in the employee's file in the Education HR Office.

Non-Discrimination (3703)

All practices of a Catholic school of the Archdiocese of St. Louis related to employment shall be conducted without discrimination on the basis of race, color, national and ethnic origin, disability, age, or sex. No school shall, on the basis of sex, recruit, advertise, select employees, pay, promote, classify employees, grant leaves, provide fringe benefits, select for training in special workshops, conferences, restrict employment to a single sex unless the position is such that it can only be performed by a member of that sex.

Use of Electronic Communications Devices and Applications (3704)

The use of electronic and digital communications devices and applications can be effective means for accomplishing the work of the Church and achieving the mission of the Catholic school.

When using electronic communications devices and applications, principals/chief school administrators, teachers and other school personnel (collectively "School Personnel") must be aware they are representing the Church and school and must exercise appropriate standards of professional and ethical conduct. The content of such communication must be consistent with the educational purposes and principles of the school and the Archdiocese.

Each school should develop and implement clearly written local policies and procedures governing access to and use of electronic communication devices and applications by school personnel. These policies should reflect the expectations of the particular school, the equipment and resources available at that school, and the procedures and methods by which school personnel have access to those resources.

In order to achieve these goals, the following procedures shall be implemented in every archdiocesan school:

1. The content of communications by school personnel must be appropriate¹, professional and succinct and contain only information related directly to their area of responsibility. Personal conversations are the preferred method of conveying information relating to student performance and behavior and for addressing problems or controversy.
2. All electronic and digital communication and information sharing with students and parents/guardians by school personnel must occur through applications provided and monitored by the school (“School Technology”). School technology includes websites and web pages, e-mail, blogs, social networks, instant or text messaging, and the like. Limited exceptions to this policy are identified in items 5 and 6 below.
3. If a school does not provide school technology, then school personnel may not use personal websites, blogs, e-mail, social networking sites, text messaging, and the like to communicate with students. Limited exceptions to this policy are identified in items 5 and 6 below.
4. All use of school technology by school personnel to communicate with students should identify the sender and recipient by actual name only.
5. For convenience, school personnel may communicate with parents using a personal cell phone utilizing the voice function.
6. To ensure student safety in an emergency situation, school personnel may communicate with students and/or parents using a personal cell phone utilizing the voice function or text messaging function.
7. Parents/guardians shall be advised of the availability of school technology and the parameters of this policy and shall have appropriate access to and shall be encouraged to visit these applications regularly. This shall include expectations and limitations for electronic and digital communications by school personnel with students and parents/guardians using both school technology and personal technology and applications.
8. Parents/guardians shall also be encouraged to report to the Principal/Chief School Administrator any electronic or digital communications from school personnel that are in violation of this policy.
9. School personnel shall have no expectation of privacy when utilizing school technology or when communicating with students and parent/guardians.
10. Violations by school personnel of the electronic and digital communication policy shall be subject to the full range of disciplinary consequences up to and including termination.
11. The school, in the person of the Principal/Chief School Administrator, is responsible for the accuracy and appropriateness of content posted on school sponsored, hosted, or maintained websites, blogs, social networking sites, applications and the like. The school must insure that the format and content are consistent with all relevant archdiocesan policies. The school must also take steps to insure that all applicable restrictions and regulations are met, such as appropriate presentation of copyrighted materials and specified age qualifications for social networking sites.

¹ Examples of inappropriate electronic communications include, but are not limited to, communications which: (1) are a violation of State or Federal law or promote illegal activity; (2) promote or oppose a candidate for public office; (3) are intended for mass mailings, except through authorized listservs provided and maintained by the school; (4) distribute home addresses, phone numbers, e-mail addresses or other personal information of students, parents or school personnel; (5) contain commercial or personal advertisements, solicitations or promotions; (6) contain photographs of students, parents or school personnel in violation of school policy; (7) are in violation of the school harassment policy; (8) determined by the Principal/Chief School Administrator to be Inappropriate Electronic Conduct as this term is defined in the school’s Internet Acceptable Use Policy as described in 5202.71.

The Principal/Chief School Administrator should employ an Internet Acceptable Use Policy (“AUP”) as one means of directing and monitoring Internet and communications activities and ensuring safety and appropriate use. This should encompass all Internet accessible technology and digital communications software and applications under the supervision of the school or for which the school has formal or informal arrangements with outside providers.

The Principal/Chief School Administrator shall investigate and act upon all reported or observed violations of this policy and address them in a timely and appropriate manner according to school and archdiocesan policy, applicable state or Federal laws, and accepted administrative practice.

(For additional guidance see the following policies in the Administrative Manual: #5202.7 “Use of Internet Resources;” #5202.71 “Monitoring Internet Activities,” #4303.4 “Internet and Electronic Communications Conduct”).

Data and Communications Network Usage Policies (3705)

All electronic data management and 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, copy machines, scanners, telephones, voice mail, computers, printers, e-mail systems, and Internet systems, are Parish/School 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 Parish/school monitors the use of such equipment and stored information. 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.

Employees are prohibited from signing up for non-business mailing lists, downloading material not approved by their Supervisor 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 Parish/School computer systems to store personal data, gamble, shop, surf, or 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 parish 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 Parish/School property. No employee may use an access code that has not been issued to the employee or that is unknown to the Parish/School. Some information stored in the Parish/School’s 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. All logins for the Parish/School facilities must comply with Archdiocesan security standards. They must follow the strength and expiration requirements implemented by Parish/School.

Through the above systems, the Parish/School may provide employee access to the Internet or any other public electronic data communications network. All Internet traffic is monitored by the Parish/School, and inappropriate sites are blocked from access. External e-mail over the Internet offers broadly similar capabilities to our internal e-mail system, except that correspondents are not employed by the Parish. Since external e-mail messages may contain information that the Parish/School would consider to be offensive or inappropriate, employees must assure that external e-mail received by them does not jeopardize Parish systems or violate Archdiocesan policies.

No equipment may be attached to the Parish/School network without prior approval from the Pastor/Principal. Physical security of all equipment must be managed in a manner to prevent unapproved users to gain access to business information. All commercial software in use at the Parish/School must be licensed by the individuals using the software.

Employees are expected to comply with the Archdiocesan Social Media policy available through the Office of Communications.

Mobile Device/Cell Phone Use (3706)

Employees shall comply with all federal, state, and local laws and regulations regarding the use of Parish/School issued mobile technology devices including cell phones. Employees shall not use Parish/School issued mobile technology devices while operating a vehicle for incoming or outgoing calls and sending or reading text messages and e-mails. The cellular phone voicemail feature should be on to store incoming calls while driving and all message retrievals and calls should be made after the vehicle safely parked. This prohibition also applies to the use of employee owned mobile technology devices for conducting any Parish/School business. Failure to follow this policy may result in disciplinary action, including and up to termination.

Weapons Policy (3707)

In order to ensure a safe environment for employees, visitors and clients, all employees are prohibited from possessing weapons of any type at any time during the course and scope of performing job duties on behalf of the Parish/School. This prohibition includes the possession of any weapons in Parish/School buildings, or Parish/School vehicles regardless of whether they are on Parish/School property. In addition, employees are prohibited from bringing concealed firearms on the property of the Parish/school. Parish/School property includes all property owned by or operated by the Parish/School including buildings and surrounding areas such as sidewalks, walkways, driveways and parking areas.

The Parish/School reserves the right to search employees who are suspected of violating this policy. Such searches may include but are not limited to the employee's clothing, offices, desks, lockers, purses, bags, briefcases or vehicles while on Parish/School property. Employees violating this policy will be subject to disciplinary action up to and including immediate termination.

While this policy is intended to guide our employees as to the restrictions placed upon their otherwise lawful possession of weapons, the possession, transportation or storage of any type of weapon which is not in accordance with federal, state or local laws remains prohibited, and violation of any such laws could result in automatic discharge.

Safe Harbor Policy (3708)

The Parish/school is committed to ensuring no improper deductions from pay occur. Therefore, employees should promptly review their pay stub (and PTO records if that is not part of the pay stub) to ensure it is accurate. Report any problems or questions concerning deductions to your supervisor. All concerns reported will be fully investigated and corrective action taken where appropriate. There will be no retaliation against individuals who report violations and cooperate with investigations.

Whistleblower Policy (3709)

It is contrary to the values of the parish for anyone to retaliate against any board member, officer, employee, or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the parish. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Anti-Harassment (3710)

The Catholic schools of the Archdiocese of St. Louis acknowledge their continuing commitment to a work environment that is free from unlawful discrimination and any type of harassment as defined below 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 laws which are not inconsistent (which do not conflict) with the teachings of the Roman Catholic Church. 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 Archdiocese of St. Louis 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; or
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 innuendos, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," 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 Archdiocese of St. Louis 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, or disability. Each Catholic school prohibits any offensive comments, innuendos, 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. If anyone either experiences or notices any harassment of any type, he/she must immediately discuss it with the immediate supervisor, the principal or the Superintendent of Secondary schools or his representative. (If the alleged harassment involves a priest, the Vicar for Priests of the Archdiocese of St. Louis should be contacted).

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 Archdiocese of St. Louis 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.

APPENDIX

Appendix 1	
<i>SLATA Agreement</i>	3508.1
	3600
<i>SLATA Addendum</i>	3601
Appendix 2	3509
<i>Educator Benefits Guide</i>	



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ADDENDUM TO CONTRACT

This document is in reference to the agreement between the Archdiocesan Office of Catholic Education and Formation and the St. Louis Archdiocesan Teachers Association "SLATA" for the contractual term of March 2019 to February 2022.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be as valid as if part of the original contract.

- I. The Archdiocesan Office of Catholic Education and Formation offered the "SLATA" schools an option for one salary revision to the current contractual period. The current agreements allows for a 2% increase in salaries for the 2020-2021 school year. The revision is an increase to 3% in salaries for the 2020-2021 school year. This is a one-year exception for the three-year contractual period.
- II. Section 10, page 15 of Article XII regarding date of delivery/return of the teacher contracts; was changed from the existing dates of April 15th to May 15th to read: "For the term of this agreement, individual teacher contracts will be extended on April 5 of each year. Where signed contracts are not returned by May 5, that teaching position shall be considered open".

No other conditions of the original contract are negated or changed as a result of this addendum.

We, the duly authorized officers or representatives of The Archdiocesan Office of Catholic Education and Formation and the St. Louis Archdiocesan Teachers Association agree to the aforementioned amendments to the current "SLATA" agreement. The above changes made are legally binding upon signature of both parties.

The Office of Catholic Education and Formation

St. Louis Archdiocesan Teachers Association

By: Todd M. Lane, Ed.D.
Senior Director

Kathy Miller-Hewitt
President

May 23, 2020
Date

May 28, 2020
Date

ARCHDIOCESE OF ST. LOUIS