

Catholic Schools of the Diocese of Syracuse Mission Statement

The Catholic Schools in the Diocese of Syracuse carry out the mission of Jesus Christ, bearing witness while proclaiming the Gospel message. Together with families and parishes, our schools provide an education rooted in the Gospel that is “living, conscious, and active” including values and ideals that are in accordance with the teachings of the Roman Catholic Church. We empower our students to live their faith with compassion, integrity and respect for all life and the diversity of our world.

Our schools are faith-centered communities focused on promoting academic excellence while developing a strong moral conscience and embracing Catholic principles to enable students to meet lifelong challenges and demands in our rapidly changing world.

Approved, August 21, 2013
Most Rev. Robert J. Cunningham
Bishop of Syracuse

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INTRODUCTION

This Handbook sets forth the Revised and Restated Personnel Policies for Teachers and Administrators in the Roman Catholic Diocese of Syracuse, New York (“Personnel Policies”), which have been updated to address changes in the law and which better reflect the current environment in which our Teachers and Administrators serve their communities. They are the collaborative effort of the Catholic School Office, our Principals, and our Teachers. These Personnel Policies are incorporated into every employment contract for Teachers and Administrators in the Catholic Schools in the Diocese, including those Catholic Schools operated directly by local parishes.

These Personnel Policies have three purposes:

1. To state the mission, philosophy, and vision of the Catholic Schools in the Diocese, of which our Catholic educators are integral part;
2. To define the rights and responsibilities of Teachers and Administrators in the Catholic Schools of the Diocese; and
3. To articulate and foster a spirit of cooperation and mutual respect among the members of our Catholic School community.

DEFINITIONS

Unless otherwise specifically stated, the following terms have the below-stated meanings.

1. “**Absence**” means a Teacher’s or Administrator’s failure to report for work at the designated time and place, physically and mentally ready to perform assigned duties.
2. “**Administrator**” means a Principal, Assistant or Associate Principal, or Dean of a Catholic School.
3. “**Catholic School**” or “**Catholic Schools**” mean the Catholic Schools within the Diocese sanctioned by the Bishop and each such Catholic School.[1] Each individual Catholic School is known by its particular name and by the BEDS number assigned by the New York State Education Department.
4. “**Catholic School Office**” or “**CSO**” shall mean the Diocesan office designated by the Bishop to promulgate policies and regulations and to provide for or assist with the management and operation of the Catholic Schools.
5. “**Certification**” and/or “**Certified**” means certification as a Teacher or Administrator by the New York State Department of Education pursuant to Part 80 of the Commissioner’s Regulations. Certification shall exclude any certification or accreditation provided by any State other than New York State.
6. “**Certification Area**” means those areas of certification designated by the SED.
7. “**Commissioner**” means the New York State Commissioner of Education.
8. “**Commissioner’s Regulations**” means the regulations promulgated by the Commissioner located in Title 8, Chapter II, of the New York Codes, Rules and Regulations.
9. “**Diocesan Operated Catholic School**” shall mean any Catholic School operated directly by the Diocesan Catholic School Office.

10. **“Disability”** shall mean a physical or mental impairment that substantially limits a major life activity of an employee, or a history of such an impairment, or a condition an employee is regarded as having by the school community.
11. **“Eligible Teacher”** shall mean a Teacher who has completed two years of service with a specific Catholic School with satisfactory or better evaluations and performance grid scores and who continues to satisfy the criteria for Teachers set forth in these Personnel Policies and as articulated by the Teacher’s Principal and the Superintendent. An Eligible Teacher is eligible for a new employment contract for the next school year as detailed in these Personnel Policies.
12. **“Employing Unit”** means a Catholic School that is undergoing a Reduction in Force.
13. **“Full-Time Teacher”** shall mean a Teacher who is employed to work a full school day all five days of the workweek during each of the ten months of the academic year.
14. **“Full-Time Equivalent Teacher”** means a Teacher who is employed by and splits his/her workday or workweek between or among more than one Catholic School but, collectively, works the same time as a Full-Time Teacher.
15. **“Observation”** shall mean the formal observation of a Teacher or Administrator.
16. **“Parish Catholic School”** shall mean any Catholic School operated by a local Parish.
17. **“Part-Time Teacher”** shall mean any Teacher who is employed to work fewer hours and/or days than a Full-Time Teacher.
18. **“Personal Days”** are days earned by each Teacher at the outset of each school year, as detailed in these Personnel Policies, for use, with prior approval, for personal or family matters or time.
19. **“Principal”** shall mean the person hired by the Diocesan Superintendent of Schools with the approval of the Bishop or by the Pastor of a Parish Catholic School to serve as the Chief Executive Officer of a Catholic School.
20. **“Reduction in Force”** or **“RIF”** shall mean the elimination or reduction of at least five percent of the teaching force in a Catholic School.
21. **“RIF Category”** means the grading and/or subject area category to which a Teacher is assigned by the Employing Unit relative to a Reduction in Force.
22. **“School Closing”** means the discontinuation of operations by a particular Catholic School in its existing form.
23. **“SED”** means the New York State Education Department.
24. **“Serious Health Condition”** has the same meaning as the definition of this term in the Family Medical Leave Act.
25. **“Sick Days”** refers to days of paid leave provided to Teachers in each school year for use when the Teacher’s own illness or injury requires the Teacher’s Absence from school.
26. **“Superintendent of Schools”** or **“Superintendent”** shall mean the officer appointed by the Bishop as head of the Catholic School Office.
27. **“Teacher”** shall mean any individual employed in a Catholic School as a teacher, librarian, media specialist, information technology personnel, coach, and student group advisor.
28. **“Teaching Area”** shall mean the academic subject area of a teaching position (e.g., seventh grade mathematics).
29. **“Vacation Periods”** are those periods during the school year when school is not in session because of a holiday or planned school break.

The Educator in the Catholic School

The educator in the Catholic School must be a facilitator of learning and demonstrate the competencies and skills for effectively managing the learning/teaching process in any school system including the following:

- Knowledge of child growth and development
- Knowledge of content to be taught
- Motivational skills
- Human relation skills
- Instructional skills
- Classroom management skills
- Leadership skills
- Organizational skills

The educator must also be a person who strives for continuous personal and professional growth and development on his/her own behalf.

Moreover, the educator in the Catholic Schools of the Diocese of Syracuse responds to the mandate Christ gave to his disciples – “*Go teach!*”

Ever since then, education has been one of the most important missions of the Church. All Catholic School educators continue to share in the mission of the Church, “making faith become living, conscious, and active through the light of instruction.” (*To Teach as Jesus Did*, 102) “The Catholic school is the unique setting within which this idea can be realized. Indeed, Catholic Schools are the most effective means available to the Church for the education of children and young people.” (*Sharing the Light of Faith*, 232)

The success of our Catholic educational system depends upon professional competence and the quality of instruction. It also depends on the dedication and commitment of the educator- both the administrator and teacher.

“The achievement of the specific aim of the Catholic School depends not so much on subject matter or methodology as on the people who work there. The extent to which the Christian message is transmitted through education depends to a very great extent on the educators. The integration of culture and faith is mediated by the integration of faith and life in the person of the educator.” (*The Catholic School*, 43)

QUALITIES OF CATHOLIC SCHOOL EDUCATORS

We set forth here the qualities and attitudes which should be a part of the life style of all Catholic School educators. These characteristics should stimulate all who are involved in the educational ministry to integrate religious truths and values as they strive to develop the full intellectual, religious, social, physical and emotional potential of each student.

The Catholic School educator is a person of faith:

- Who reflects the Gospel message and professes that message in action and personal attitudes;
- Whose own prayer life is “living, conscious and active”;

- Who is truly committed to and enthusiastic about being part of Catholic education and, therefore, constantly strives toward excellence in teaching and in dedication to the Catholic School system;
- Who makes students aware of the need to be ministers of the faith as they grow into adulthood as lay persons, as priests, or members of the religion;
- Who accepts and supports the faith community not only as a concept to be taught but a reality to be lived.

The Catholic School educator is a person who builds community:

- Who works to form a strong community with understanding, cooperation and support among faculty, students and parents;
- Who promotes social justice and peace in the school and the local community;
- Who is aware of the human worth and dignity of students and so maintains a classroom and school where the environment is conducive to the growth and development of students; and
- Who helps to develop student potential for Christian leadership within the parish, school and the civic community.

The Catholic School educator is a person who serves:

- Who is generous and unselfish in responding to the needs of the administrators, faculty, parents, students and the Church;
- Who strives to create ways for students to help each other in all school activities;
- Who fosters apostolic consciousness and commitment in himself/herself and in students, helping them to be aware of the need to be active and concerned about others in their family, in their community and in their parishes;
- Who helps students develop skills necessary for adjusting in a changing world and society;
- Who instills in students those human values necessary to community-trust, freedom and fairness.

PHILOSOPHY AND PRINCIPLES

Each Catholic School Teacher and Administrator shall treat students, parents, and colleagues in a manner consistent with the Gospel message and the Catholic Church's teaching. Each Teacher and Administrator is also expected to be familiar with the philosophy and principles set forth in the below-listed documents, which set forth the Church's philosophy and teachings regarding Catholic education and the essential convictions and commitments of Catholic educators:

- To Teach as Jesus Did: A Pastoral Message on Catholic Education (Washington, DC: USCCB, 1973).
- Catechism of the Catholic Church, 2d ed. (Washington, DC: USCCB Libreria Editrice Vaticana, 1997), available at <http://www.vatican.va/archive/ENG0015/INDEX.HTM> (last accessed July 28, 2010).
- Lay Catholics in Schools: Witnesses to Faith (1982), www.vatican.va/.../rc_con_ccatheduc_doc_19821015_lay-catholics_en.html (last accessed July 28, 2010).

- Renewing Our Commitment to Catholic Elementary and Secondary Schools in the Third Millennium (Washington, DC: USCCB, 2005), available at <http://www.usccb.org/bishops/schools.pdf> (last accessed July 28, 2010).

CODE OF ETHICS

The Code of Ethics provides a concise description of the personal attributes, behavior, and practices expected that typifies the attitude and practice of the Catholic School Teacher and Administrator in relation to the student, the parent, the community and the profession.

Principle I – Commitment to the Student

As Catholic school educators, we believe that students, like ourselves, are pilgrim people making their journey through this life with a constant focus on the next. As Catholic Christian educators, we have a special responsibility to encourage each student to achieve his/her maximum potential. We work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling our obligations to the students, we are called to:

- Help students see the relevance of a Christian value system in their daily lives.
- Help students learn to relate human culture and knowledge to the news of salvation.
- Show Christian concern about the joys and problems of each student.
- Speak with charity and justice about students even when called upon to discuss sensitive matters.
- Work with students in preparing liturgies and para-liturgies and other religious programs.
- Respect confidential information concerning students and their homes.
- Plan appropriate service projects for students that will develop their sense of responsibility to the community.
- Enable students to grow in a sense of self-worth and accountability, by selecting activities which promote a positive self-concept as becomes a maturing Christian and
- Refuse to accept any compensation to tutor students assigned to our classes or who attend our school and reject any other use of students for personal financial gain.

Principle II – Commitment to Parents

As Catholic School educators, we believe children are influenced by home, community and a society in which attitudes toward Christian values are often challenged. Parents, the source from whom children and youth derive their values, entrust their children to the Catholic School to instruct, complement and intensify the education and formation begun at home. We are all called to assist these parents in fulfilling their obligation for the Christian formation and education of their child; therefore we will:

- Respect a parent's fundamental right to know, to understand, and share in decisions that affect the education of the child by:

- Assuring parents of a commitment to ongoing education as a professional educator and informing them, on request, of educational qualifications
 - Keeping parents apprised of the curriculum and methods of instruction.
 - Developing educational programs to promote values that enhance family life as well as the home-school relationship/
 - Being sensitive to the needs and concerns of parents in formulating classroom and school policy;
1. Respect any confidential information which parents share with us; and.
- Report to parents their child's progress regularly and as needed, with the spirit of charity, with professionalism and honesty.
 - Ensuring an adequate understanding of history and its lessons.
 - Providing opportunities for making responsible moral choices and taking responsible and moral positions concerning current issues

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Principle III – Commitment to Community

As Catholic School educators, we believe the school community is both the agent of appropriate change and a preserver of basic tradition. We consider the school community an integral part of the Parish and the Diocese whose people it serves, and a vital force for preparing future civic and Church leaders. In fulfilling our obligation to our apostolic profession, we commit ourselves to:

- Promote the peace of Christ in the world by:
 - Modeling peaceful solutions to community conflicts.
 - Encouraging a spirit of cooperation and healthy competition, while avoiding extremes in competition; and
 - Developing skills which will enable students to interact with members of society.
- Cooperate wholeheartedly in the continued building of parish and diocesan life and spirit by:
 - Emphasizing the integral nature of the Catholic school within the parish and diocesan communities.
 - Assisting communication concerning parish and diocesan resources, and needs; and
 - Modeling active participation in one's own parish.
- Develop student potential for constructive Christian leadership within the American democracy by:
 - Ensuring an adequate understanding of history and its lessons.
 - Providing opportunities for making responsible moral choices and taking responsible and moral positions concerning current issues
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- Contribute to the well-being of the area in which the school is located by:
 - Reflecting the philosophy of the school in one's attitudes and actions.

- Manifesting respect and appreciation for the work of educators in other schools and systems.
- Helping to foster in students a respect for all persons at all stages of life, as well as the property of their neighbors.
- Avoiding any inappropriate activities that disturb the peace and/or order of the community.

Principle IV – Commitment to the Profession

As Catholic School educators we believe that professional excellence in Catholic schools directly influences our Church, our country and the world. We strive to create a Christian environment which promotes sound moral and professional judgment. Through our spirit of joy and enthusiasm, we encourage others to join us in our apostolate in Catholic schools.

In fulfilling our responsibilities as professional educators we commit ourselves to:

1. Maintain professional standards by:

- Acting justly and fairly concerning the reputations of our colleagues, administrators, parents and student;
- Safeguarding confidential information to prevent its unauthorized and/or inappropriate dissemination to third parties;
- Refusing to use the classroom to further personal and/or financial gain.
- Refraining from using the classroom as a platform for one’s own personal political beliefs or views that are not in accord with the school’s philosophy and the Church’s teaching;
- Assisting with the orientation of new educators in our school community.
- Fulfilling our contractual obligations to our schools and treating those obligations in a most serious, conscientious and dedicated manner; and
- Terminating unexpired contracts only because of serious reason, in accord with contractual arrangements.
- Presenting honest, accurate, professional qualifications concerning ourselves and our colleagues when required to do so for professional reasons.

2. Seek and encourage persons who live a life consonant with Gospel values and Catholic Church teachings to pursue the Catholic School apostolate by:

- Modeling the faith life and witnessing to the faith community on the Parish, Diocesan, State and National levels.
- Exemplifying the teaching of Jesus Christ by dealing with children and adults in true love and justice; and
- Exhibiting knowledge of the Church’s teachings and important documents, including those referenced above.

TEACHER QUALIFICATIONS AND PREPARATION

Qualifications

Catholic School Principals will make every reasonable effort to hire Administrators and Teachers who have been certified by SED pursuant to Part 80 of the Commissioner's Regulations. In addition, each Catholic School Administrator and Teacher must live his/her life consistent with the morality and dogma of the Catholic faith and the teachings of the Catholic Church.

To be eligible for hire and continued employment as an Administrator, each applicant must satisfy such criteria as shall be established by the Superintendent. To be eligible for hire and continued employment as a Catholic School Teacher, each applicant must satisfy each of the following criteria:

1. Possession of at least a bachelor's degree from an accredited college or university and coursework in the content/subject area relevant to the Teaching Area that the Teacher seeks to fill. Preference shall be given to teachers holding a Certification in the grade and/or Teaching Area of the teaching position.
2. Such certification and/or accreditation as specifically required for any particular teaching position, as established by the CSO or the employing Catholic School.
3. Completion of the background investigation and reference check process established by the Diocesan Child and Youth Protection Policy and training all mandated by that policy.
4. Completion of VIRTUS training within 60 days of initial employment and
No person shall be eligible for employment as a Catholic School Teacher who has been convicted of any of the following charges:
 - (a) any felony conviction where there is a nexus between the crime for which the person was convicted and the position's teaching duties, or which indicates that the hiring or continued employment of the individual involves unreasonable risk to the property, safety, or welfare of school faculty, staff, students, volunteers, or community;
 - (b) any charge that involves the possession, sale, or use of an illegal drug or narcotic;
 - (c) any charge that involves possession or distribution of child pornography; or
 - (d) any charge of child abuse or maltreatment.

Any applicant or teacher shall be ineligible for employment as a Catholic School Teacher if he/she has a record or a history of conduct determined by the CSO or employing Catholic School to be inconsistent with the mission of the Catholic Schools or which poses an unreasonable risk or danger to students, staff, or faculty.

4. A record of participation in continuing education programs as necessary to maintain a teacher's Certification or as otherwise required by the CSO.
5. A lifestyle and a history and record of personal and professional behavior and conduct that is consistent with Catholic moral values and teachings.
6. Teachers will participate in continuing education courses and Catholic formation programs offered or approved by the Principal and reviewed by the Catholic School Office.

Diocesan Safe Environment Policy

All Diocese of Syracuse offices, ministries and agencies share a commitment to building and maintaining safe environments for children. All employees, as well as any volunteer whose work brings them into contact with children, must complete the required Safe Environment Adult Awareness training (VIRTUS) within 60 days of assuming employee or volunteer duties.

To achieve a safe environment all employees and volunteers in Catholic Schools have the following specific obligations:

1. To conduct themselves at all times as a representative of the Diocese of Syracuse and the Roman Catholic Church;
2. To participate in all training required by the Safe Environment Program;
3. To comply with all of the stipulations of the Safe Environment Program;
4. To maintain physical and emotional boundaries from children and young people with whom he or she is in contact;
5. To avoid situations, events or meetings with children and adolescents in venues that are not accessible to the public during any such meeting or event;
6. To promptly report any suspected abuse of a minor to his or her appropriate supervisor;
7. To cooperate fully in any investigations regarding any suspected abuse.

This list of obligations does not abrogate or replace any other obligations under an applicable law, guideline, policy or regulation.

Continuing Education

Teachers will undergo Catholic formation construction on an annual basis as such times and through such programs as directed by the CSO. Additionally, each teacher is expected to complete continuing education either as required by the New York State Department of Education to maintain his/her Teacher's Certification or as directed by the Catholic School Office.

Certification

All teachers in the Catholic School are required to keep abreast of developments in their subject areas and of new trends and techniques in education and should acquire permanent or professional New York State Certification over a reasonable period of time, e.g., before the expiration of the New York State provisional or initial or qualifying certification. Only permanent or professional certifications will be compensated. All teachers in the Catholic Schools of the Diocese are encouraged to earn Master's degrees.

Permanent certification from other states will be reviewed as a possible substitution for New York State certification.

EQUAL EMPLOYMENT OPPORTUNITY

The CSO and the Catholic Schools are equal opportunity employers that neither engage in nor tolerate discrimination against applicants or employees on the basis of race, color, sex, national origin, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other protected status, as proscribed by State and Federal law and reserving all of its rights and exceptions as a religious entity. This policy applies to all personnel actions, including recruitment, hiring, terms and conditions of employment.

The Diocese, the CSO, and its Catholic Schools encourage any employee to immediately notify his/her supervisor or another appropriate individual of any circumstances that potentially comprises such discrimination and to seek additional information regarding any question concerning this policy. The Diocese strictly prohibits any retaliation or reprisal against any employee or volunteer for having reported possible discrimination, and any employee engaging in such retaliation will be subjected to disciplinary action, up to and including termination of employment.

PROHIBITED HARASSMENT

The Catholic Schools prohibit any discrimination or harassment based on an individual's race, color, gender, national origin, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally protected status of any other employee or any student as prohibited by State and Federal law, while preserving all rights and exceptions afforded by law to religious entities. Principals and other supervisors are obligated to make every reasonable effort to deter any such discrimination or harassment in the Catholic School system and to ensure the prompt and appropriate investigation of any report concerning such discrimination or harassment.

Sexual Harassment

The CSO and Catholic Schools prohibit all behavior related to a person's sex or of a sexual nature that imposes a requirement of sexual cooperation and/or tolerance of a sexually-hostile work environment upon any employee as a condition of employment, pay, or benefits, working conditions, academic advancement, or participation in any educational or extracurricular program, or which has the purpose or effect of creating a hostile or offensive working or educational environment. The CSO and Catholic Schools, through implementation of this policy, are committed to investigating all reports of sexual harassment or other illegal gender discrimination and taking prompt and appropriate action to deter, punish, and remedy any such type of conduct. Further, they expressly prohibit any form of retaliation against any student, employee, parent, volunteer, or community member because such person has made a report of sexual discrimination or harassment, as hereinafter provided, or otherwise participated in the investigation of any such report.

Definitions

Sexual harassment can take many different forms and occur in several different settings. Accordingly, the definitions used here are intended to be illustrative – not exclusive. Sexual harassment is generally defined as unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is, either explicitly or implicitly, made a condition for evaluating a student's academic progress or a student's successful completion of any course of study or educational or extracurricular activity;
2. Submission to or rejection of such conduct by a student is used as the basis for academic or extracurricular decisions affecting such student, including acceptance into or rejection from a course or activity;
3. Such conduct has the purpose or effect of unreasonably interfering with a student's academic performance, evaluation of a student's academic performance or progress, participation in an educational or extracurricular activity, or creating a sexually intimidating, hostile, or offensive educational environment;
4. Submission to such conduct is, either explicitly or implicitly, made a condition for continued employment, the evaluation of an employee's performance, or the pay, benefits, and/or working conditions of any employee;
5. Submission to or rejection of such conduct by an employee is used as a basis for decisions affecting an employee's pay, benefits, work assignments, and/or working conditions;
6. Such conduct has the purpose or effect of unreasonably interfering with an employee's ability to perform his/her work or creates an intimidating, hostile, or offensive working environment;
7. Conditions exist within the school environment that allow or foster harassing activities of a sexual nature, including, but not limited to, obscene pictures, lewd jokes, sexual comments and innuendo, or, among other things, sexual advances; and
8. Out-of-school conduct, including use of the internet, which creates or contributes to a sexually-hostile environment in school, unreasonably interfering with a student's participation in an educational program, extracurricular activity, and/or academic performance, or an employee's work performance, pay, and/or benefits, and/or which creates an intimidating, hostile, or offensive learning or working environment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, including the creation of a hostile learning or work environment, the following are some examples of conduct that may constitute sexual harassment, depending upon the totality of circumstances, the severity of the conduct, and its pervasiveness:

1. Unwelcome sexual advances, regardless of whether they involve physical contact;
2. Sexual epithets, jokes, written or verbal references to sexual conduct, or gossip regarding an individual's sex life;

3. Comments about an individual's body and/or comments about an individual's sexual activity, deficiencies, or prowess;
4. Displaying sexually-suggestive objects, pictures, and/or cartoons;
5. Unwelcome leering, whistling, brushing against the body, sexual gestures, and suggestive or insulting comments;
6. Inquiries into a person's sexual experiences; and
7. Discussion of sexual activities.

In determining whether sexual harassment has occurred, the perspective of the complaint and/or victim should be considered. While the accuser's conduct and/or intention may be considered, sexual harassment may be found even where the accused has/had no intention to sexually harass another individual.

Complaint Procedures and Prohibition of Retaliation

1. Appointment of Sexual Harassment Prevention Officers

The Superintendent shall appoint a Catholic School Sexual Harassment Prevention Officer ("CSSHPO") for the Catholic School Office, and each Catholic School shall create the position of School Sexual Harassment Prevention Officer ("SSHPO") for its school. In Diocesan secondary schools, at least one male and one female SSHPO will be appointed. Each SSHPO will serve from September through August of the next school year.

The CSSHPO and the various SSHPOs shall receive training in the area of sexual harassment prevention and proper investigation into reports of sexual harassment. Each school shall notify the CSSHPO if its SSHPO's employment should end or its SSHPO should be unable to complete his/her duties during the academic year.

2. Reports of Sexual Harassment

The CSO and Catholic Schools strongly encourage any student or employee who believes he or she has been subjected to or otherwise witnessed sexual harassment to report any such conduct or incident. Such reports may be made to the Superintendent, any Assistant Superintendent, the Diocesan Assistance Coordinator, a School Principal or Assistant Principal, school counselor, or with the Catholic School Pastor.

Any person receiving a complaint of sexual harassment shall report the complaint promptly to the Principal of the Catholic School where the harassment is reported to have occurred or where the person involved is employed. Any staff member who fails to report a sexual harassment complaint may be subjected to disciplinary action.

The Principal shall notify the Assistant Superintendent (Catholic School Sexual Harassment Protection Officer). In the event the report involves the Principal, the staff member receiving the report shall promptly notify the Superintendent of the report. In the event the complaint concerns the Superintendent, the person receiving the report shall notify the Bishop and the Chancellor of the Diocese and take such measures as are appropriate as directed by the Diocesan administration. The Assistant

Superintendent or his/her designee shall immediately consult with the Diocesan Assistance Coordinator to ensure compliance with the Diocesan Child and Youth Protection Policy (i.e., VIRTUS).

The Assistant Superintendent or his/her designee and the Diocesan Assistance Coordinator shall make a determination as to who will investigate the complaint. All complaints of sexual harassment will be held in confidence to the extent practicable and as permitted by law so as to enable a thorough investigation. While the CSO and Catholic Schools respect the privacy and anonymity of all parties and witnesses concerning such complaints, they cannot guarantee and should not promise confidentiality.

Whenever a school or the CSO has knowledge or reason to believe that an instance of sexual harassment has occurred, the school and/or the CSO shall, even in the absence of a complaint, cause a prompt and thorough investigation of any such incident.

3. Investigation of Reports of Sexual Harassment

Upon receipt of any complaint of sexual harassment, the Assistant Superintendent will ensure a thorough, prompt, and impartial investigation of the report or complaint is conducted. It is the policy of the CSO that all complaints of sexual harassment shall be taken seriously and that a reasonable investigation shall be conducted.

The results of each such investigation shall be stated in a written report that details how the investigation was conducted, the content of any statements obtained, and/or how the investigator's conclusions about the facts of the matter recommended actions. After the report's completion, its conclusions shall be shared with the complainant or the subject of any harassment, the accused, in a case involving a student, the parent/guardian, the Principal, the Pastor of a Parish Catholic School, and Diocesan officers, as appropriate. Such report shall be shared as soon as is reasonably possible, with redactions as necessary, taking care to preserve any confidential material to the extent practicable and consistent with the law, any relevant contract, and CSO Personnel Policies.

4. Corrective Action Based on Investigation

If the result of the investigation indicates that sexual harassment or other inappropriate behavior has occurred, immediate and appropriate corrective action will be taken consistent with the law. As appropriate, a school or the CSO may direct remedial training. If the alleged behavior constitutes or may constitute a crime, the Superintendent shall advise the Chancellor of the Diocese, and those Diocesan officials shall facilitate the immediate notification of the appropriate law enforcement agency. If the complainant subject of sexual harassment, the accused, or parent or guardian should disagree with the conclusions or result of the investigation, such individual may ask the Superintendent or, if appropriate, another Diocesan officer to review and reconsider the investigation report and its conclusions and/or action taken. Thereafter, the Superintendent or other officer may amend the investigation report or alter the

disposition of the matter, if he/she deems appropriate and as supported by the evidence, in the Superintendent's sole discretion.

5. Prohibition of Retaliation and Follow-Up to Investigation and/or Corrective Action

The CSO and Catholic Schools prohibit any retaliation against a complainant or reporter for having made a good-faith report of an incident pursuant to this policy, as well as against any person who testifies or otherwise provides information or assists in a sexual harassment investigation. Follow-up inquiries by the appointed investigator shall be made to ensure that the reporter, subject, and/or witnesses have not suffered any retaliation.

In addition, the investigator shall follow up with such individuals at regular intervals during the school year to determine if any enacted remedies have been effective and to ensure the absence of any retaliation by any student, staff member, parent, or other person. If the CSO reported the matter to a law enforcement agency, as detailed above, the Superintendent's office shall follow up with the appropriate law enforcement agency to determine the status and outcome of any criminal investigation or prosecution, and shall act as a liaison with such law enforcement agency to assist it in obtaining necessary information to the extent appropriate and lawful.

Racial and Other Harassment Prohibited

The Diocese and Catholic Schools also prohibit offensive conduct, including the above-listed conduct, when directed at an employee, student, parent, or volunteer because of the person's race, color, creed, religion, sex, national origin, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally-protected status. Examples of such prohibited conduct include the following:

- Use of slurs or derogatory names or terms concerning a person's race, color, national origin, creed, religion, sex, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally protected status;
- The communication of "jokes" or "stories" that are derogatory or demeaning toward a person based on the person's race, color, creed, religion, sex, national origin, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally protected status;
- The display of derogatory or insulting material, including graffiti, drawings, pictures, or written words, based on a person's race, color, creed, religion, sex, national origin, age, disability, marital status, citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally protected status; and
- Threatening, intimidating, or physically harming a person because of his/her race, color, creed, religion, sex, national origin, age, disability, marital status,

citizenship, veteran's status, predisposing genetic characteristics, domestic violence victim status, or any other legally protected status.

The submission to, or acceptance of, any form of harassment is not a term or condition of employment, and no employee is required to submit to or acquiesce in such behavior to preserve his/her job, terms and conditions of employment, and/or promotional opportunities, or to avoid employee discipline or other adverse employment action. Similarly, submission to or acquiescence in such behavior is not a proper basis for a student's evaluation or grading or determination of a student's eligibility to participate in any program or receive a recommendation.

Any student, employee, or volunteer who believes he/she has been subjected to such harassment has a responsibility to immediately notify the Catholic School Principal where the student, employee, or volunteer works or attends school, the Parish Pastor, the Superintendent, or any Regional or Assistant Superintendent. The Diocese will investigate all reports of such harassment in a prompt and thorough manner, keeping the existence and details of the investigation as confidential as possible. In the sole discretion of an employee's Catholic School or the Superintendent, an employee reported to have engaged in such harassment may be suspended pending the results of an investigation.

Any employee determined to have engaged in such prohibited harassment will be subjected to disciplinary action, up to and including termination from employment. Any employee who retaliates against any person for reporting or cooperating with any investigation of such harassment shall be subjected to disciplinary action, up to and including termination from employment.

AMERICANS WITH DISABILITIES

The Diocese and Catholic Schools prohibit discrimination against any qualified applicant or employee based on the person's disability regarding any aspect of employment. Such prohibited discrimination includes, but is not limited to, recruitment, hiring, terms and conditions of employment, promotion, assignment, employee discipline, training, leaves of absence, and employer-sponsored activities, benefits, or programs. The Diocese and the Catholic Schools are committed to providing qualified disabled individuals with reasonable accommodations when required to allow them to perform the essential tasks of their jobs.

HEALTH AND SAFETY

Safety is the personal and individual responsibility of everyone at Catholic Schools of the Diocese of Syracuse. Accordingly, employees are expected to do their part by working in a safe manner, reporting unsafe conditions, keeping their work space neat and clean, and, above all, using good common sense. Employees are required to:

- Report any unsafe conditions to your supervisor;

- Report all injuries, no matter how minor;
 - Avoid any attempt to lift or push objects which may be too heavy;
 - Avoid tampering with electrical equipment or electrical panel boxes;
 - Avoid blocking fire extinguishers, exits, or doorways; and
 - Adhere to all policies affecting safety in the workplace.
- Working safely is a condition of employment. You are responsible for complying with the safety rules which have been established for your protection.

USE, POSSESSION, OR SALE OF DRUGS OR ALCOHOL

Alcohol and Use of Non-Prescribed Narcotics

The possession or use of alcohol on school grounds, at school functions, or during the workday is unacceptable and will be the subject of discipline, up to and including termination of employment. Likewise, the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance, as defined by Title II of the Controlled Substances Act, is prohibited and shall be subject to disciplinary action, up to and including termination. Employees who are convicted of the illegal possession, use, or manufacture of narcotics may be subjected to discipline, up to and including termination, depending upon the facts and circumstances of any such conviction. It is recognized that any employee who becomes an alcohol or drug abuser may have acquired an illness for which treatment is available. For assistance in making arrangements for therapy, contact your supervisor or the Catholic School Office. Any contact will be kept confidential. Active alcohol/drug use or possession at school functions, on school grounds, or during the workday is prohibited conduct and shall result in appropriate discipline regardless of the existence of any such illness or disability.

Legal Drugs

Employees who must use legally-prescribed medication that may impact an employee's performance of duties shall notify his/her immediate supervisor of the medication so prescribed and their effect or probable effect. An employee may continue to work while taking legally-prescribed medication if the Superintendent and/or Principal determine that (a) the employee's use of such medication does not pose a safety risk to students or others; and (b) the employee's use of the medication does not cause a substantially adverse effect on the employee's performance of his/her job duties. In all other cases, the employee maybe required to take a medical leave of absence or comply with another appropriate request.

Screening for Drug and Alcohol Use

All current employees may be tested for drugs and/or alcohol where a reasonable suspicion that abuse, impairment, or violation of this policy exists. A refusal to submit to testing may subject the employee to disciplinary action, up to and including termination of employment.

WORKPLACE THREATS AND VIOLENCE

The Diocese and the Catholic Schools are committed to providing safe working and learning environments. Accordingly, there is a zero tolerance for employee violence. Violence in the workplace includes, but is not limited to, physically harming another person, shoving, pushing, creating a reasonable apprehension of assault, brandishing a weapon, or making any statements that express or intimate an intent to commit a violent act.

Any employee engaging in or threatening to engage in violent behavior shall be subject to employee discipline, up to and including termination from employment. Any employee who speaks of committing violence, whether seriously intended or not, will also be subject to employee discipline.

All Catholic School employees are responsible to help prevent violence in our schools. If an employee notices something in the workplace that suggests another employee may need help, it is the employee's obligation to alert his/her supervisor to the issue. You should also report any incident that may involve a violation of the Diocese's policies that are designed to provide a comfortable workplace environment. All reports will be investigated, and information will be kept as confidential as possible under the circumstances.

BASIC RULES OF CONDUCT AND CORRECTIVE ACTION

In order to operate efficiently and provide a safe work environment, the Diocese and its Catholic Schools have adopted the following rules of conduct. Employees are required to conduct themselves in conformity with these rules, and in a professional and ethical manner at all times, regarding co-workers, supervisors, clients, parents, students, volunteers, and the public.

The following non-exclusive list is intended to illustrate the types of prohibited conduct. Engaging in such conduct may result in employee discipline, potentially including termination of employment, considering the circumstances of any incident of such conduct and the prior work record of the employee. In the sole discretion of the Diocese or the employing Catholic School, an employee reported to have engaged in such behavior may be subjected to suspension from work, pending the results of any investigation into the matter.

- Insubordination;
- Violation of any rule or policy;
- Absence without proper notice;
- Leaving the school for personal reasons during work hours without informing his/her supervisor;
- Careless or poor work performance;
- Abuse, misuse, or deliberate destruction of school property, equipment, or vehicles;
- Reporting to work under the influence of alcohol or other drugs;

- Possession, sale, consumption, or delivery of intoxicants or illegal drugs while on school premises, on school business, or in school vehicles;
- Possession of firearms, fireworks, explosives, or any other weapon while on school premises, on school business, or in school vehicles;
- Falsification of application, personnel records, time reports, expense reports, or other records;
- Theft or misappropriation of school property;
- Sleeping or loafing on the job;
- Dishonesty;
- Horseplay;
- Physical, written, verbal, or sexual harassment of employees, customers, or vendors; or
- Excessive taking of breaks, absenteeism, and/or tardiness.

EMPLOYEE DISCIPLINE

The Diocese has developed a disciplinary procedure to provide notice of infractions to employees and the opportunity to improve. The various rules are set forth elsewhere in this Handbook. You are required to become familiar with these rules and observe them without exception. The rules set forth in this Handbook are not exhaustive of the rules that may apply to the performance of your job duties, and your local Catholic School may also publish rules in this regard. These policies may be modified without notice and as deemed appropriate by the Superintendent in his/her discretion.

The Diocese and/or the Catholic Schools reserve the right to discipline Administrators or Teachers for any misconduct or failure to perform, taking into account the severity of the misconduct or failure to perform, the employee's work history and personnel file, and other relevant facts, as determined by the Superintendent or Principal in his/her sole discretion. Such discipline may take any form, up to and including termination of employment.

If a Teacher violates these Personnel Policies or a Catholic School rule or policy or otherwise engages in conduct or an omission that, in the exclusive judgment of the Superintendent or Principal, requires further investigation, the Teacher may be placed on paid or unpaid administrative leave pending the results of the investigation. Upon completion of the investigation, the Teacher will be subjected to appropriate discipline, provided counseling by his/her supervising Principal or the Superintendent, up to and including termination of employment, as deemed appropriate in the sole discretion of the Principal or Superintendent.

RULES GOVERNING NON-TYPICAL TEACHERS

Full-Time Equivalent Teachers

Teachers who serve at several schools are considered full-time equivalent teachers. Full-time equivalent teachers are employed for five full days a week for ten months. Salary and benefits are distributed on a pro-rated basis between the schools. One school carries the teacher on its roster and pays the full benefits. The other school(s) reimburse that school on a pro-rated basis. Each school assumes the responsibility for recording pro-rated medical days for the teacher.

Full-Time Equivalent Teachers shall be provided the same benefits given to Full-Time Teachers and shall be afforded the same amount of sick leave provided to Full-Time Teachers, but shall only have a pro rata share of those Sick Days available at any employing Catholic School according to the percentage of time the Full-Time Equivalent Teacher is employed by each Catholic School. Each employing Catholic School shall be responsible to keep a record of the prorated sick leave available to the Teacher at that Catholic School. For purposes of a Reduction in Force or School Closing, a Full-Time Equivalent Teacher shall be considered a Full-Time Teacher within his/her Employing Unit and shall be provided seniority credit accordingly.

Part-Time Teachers

Part-Time Teachers must meet the minimum standards and qualifications of a Full-Time Teacher. Part-Time Teachers must attend all in-service faculty meetings and/or programs and/or meetings conducted by their Catholic School or Department unless excused from such attendance by their Principal. Part-Time Teachers may also be assigned additional duties, including proctoring, hall monitoring, study hall supervision, or similar obligations, taking into account the number of hours for which they have been hired to work each week. Part-Time Teachers are subject to all Diocesan policies, rules, and procedures, as well as those of any employing Parish Catholic School.

Part-Time Teachers shall be provided with a number of Sick Days equal to the number of days provided to a Full-Time Teacher, calculated on a prorated basis, based on the number of days or hours a Part-Time Teacher is employed. (For example, a Part-Time Teacher working .4 of the hours of a Full-Time Teacher shall be entitled to .4 of the Sick Days provided to a Full-Time Teacher.)

TEACHER OBSERVATION AND SUPERVISION

Rationale and Purpose

The Diocese and its Catholic Schools are committed to the employment of highly-qualified and proficient Teachers, as well as to maintaining the highest levels of quality instruction. In order to ensure that such standards are being met, it is necessary and appropriate that Catholic Schools should regularly observe and evaluate their Teachers in the performance of their duties. Such Observations and evaluations serve not only to recognize excellent performance, but also to identify those Teachers whose performance requires improvement and to assist those Teachers in improving their performance.

These policies concerning Teacher Observations and evaluations are intended to facilitate the continued improvement of the Teacher's proficiency, knowledge, and performance. The process is designed to help every Teacher improve his/her professional abilities and performance and assist Teachers in identifying their specific areas of strength and weakness. It is also intended to serve as a means of identifying substandard performance and assisting those Teachers in achieving an acceptable level of proficiency.

Classroom Visits and Observations

The Principal of each Catholic School may informally visit any classroom from time to time, at the Principal's discretion, and while such visits are not intended to be formal Observations of a Teacher, the Principal shall be free to comment on or take any action warranted concerning any issue or occurrence observed during a visit.

Formal Observations

Teachers with five or more years of experience who, in the Principal's judgment, meet the below-stated criteria may be "self-directed" and will only be observed by the Principal once each year. Teachers in their first four years of employment at a Catholic School will receive no less than two formal evaluations each year. All other Teachers will receive at least one formal Observation each year by their Principal. In the case of secondary school teachers, the Principal may designate an Assistant or Associate Principal or a Teacher's Department Chair to perform one or more evaluations. Each formal Observation shall proceed according to the rubric stated below.

1. ***Pre-Observation Conference.*** The observer and the Teacher shall meet at least one day prior to the observed class. The Teacher shall provide the observer with his/her lesson plan prior to or at the pre-Observation conference, as required. During the pre-Observation conference, the observer and Teacher will discuss the Teacher's lesson plan, the class' objectives, intended and useful methods of pedagogy, and any challenges posed by the planned lesson.

2. **Observation.** On the day of the observed class, the observer shall visit the classroom, arriving at the beginning of the lesson and remaining throughout the lesson to observe and critique the Teacher's methodologies of instruction, classroom management, use of information technology, and such other criteria as identified from time to time by the Catholic School Office.
3. **Observation Report.** The observer shall prepare a written Observation Report, providing an evaluation and critique of the observed lesson on such form as the Catholic School Office shall issue. The Observation Report shall include a record of the pre-Observation conference and an anecdotal record of the Observation, and shall state specific examples of concerning areas requiring improvement, recommendations, and commendations.
4. **Post-Observation Conference.** Preferably within one week of the observed class, the observer and the Teacher shall meet to discuss the observer's evaluation and critique of the observed lesson. The Teacher shall be provided with a copy of the Observation Report and shall sign the report to indicate its receipt and discussion. During the post-Observation conference, the observer shall discuss with the Teacher each significant matter mentioned in the Observation Report, particularly any areas noted to require improvement and all recommendations.
5. **Post-Observation Records.** The Observation Report shall be filed in the Teacher's personnel file and maintained consistent with the retention schedule published by the New York State Commissioner of Education. The observed Teacher is entitled to submit a rebuttal or written explanation concerning the Observation Report, which shall be maintained with the Observation Report. The Catholic School shall forward a copy of the Observation Report to the Catholic School Office.

EMPLOYMENT IN SUBSEQUENT YEARS

All Teacher contracts shall have a one-year term that extends from September 1 through June 30 of each year. Teachers who have completed three successive and uninterrupted years of employment, receiving satisfactory or better evaluations in each of them, are entitled to a new one-year employment contract for the upcoming academic year, provided they meet the following criteria:

- The Teacher has satisfied the criteria for a Catholic School educator, as stated in these Personnel Policies, thereby demonstrating that he/she is a person of faith who helps build and serves the school community and its people;
- The Teacher has fulfilled all contract requirements and stipulations and has diligently and competently discharged his/her duties;
- The Teacher continues to hold the necessary criteria for employment, including successful completion of any background checks or verifications conducted by

the Diocese or the employing Catholic School, as they may deem necessary, and has not been found guilty by a competent court or authority of any of the disqualifying infractions listed in the Teacher Qualifications section of these Personnel Policies;

- The Teacher, if certified, has not had his/her certification revoked by the New York State Department of Education;
- If a Teacher has not acquired his/her certification by the New York State Education Department, the Teacher must be making diligent and good faith progress toward receiving such certification;
- The Teacher has exhibited and maintained a professional attitude toward the administration, colleagues, students, and parents;
- The Teacher has demonstrated an ability to work amicably and collaboratively with the administration and colleagues;
- The Teacher has demonstrated an ability to work amicably and justly with students, parents, and colleagues;
- The Teacher has given evidence of sound ethical and moral conduct consistent with the teachings of the Catholic Church and has not demonstrated evidence of an absence of the required moral fitness or character;
- The Teacher upheld the philosophy and teachings of the Catholic Church in the Catholic School system in a particular Catholic School where he/she serves; and
- The employing Catholic School requires the services of the Teacher in the upcoming school year, and the Teacher's position has not been abolished.

By April 15th, each Catholic School Principal should advise Eligible Teachers concerning the likelihood of employment in the upcoming school year. Those Eligible Teachers who are to be re-employed in the upcoming school year shall be provided with an employment contract by June 15th or as soon thereafter as is practicable. Those Teachers must sign and return the contract within two weeks of its receipt, and a Teacher's failure to do so shall constitute a waiver of any right to uninterrupted employment in the upcoming school year.

By June 15th, each Catholic School Principal shall notify any Teacher with three successive and uninterrupted years of service and who will not be offered a new contract for the upcoming school year that the Catholic School shall not employ him/her in the upcoming school year and the reasons for that decision.

PROFESSIONAL PREPARATION OF ADMINISTRATORS

Each administrator in a Catholic School brings to the position academic preparation, professional competence, ethical standards and dedication. In addition, the daily example of the administrator who lives Gospel values is important in the Catholic School learning-teaching process. (Note: The term administrator includes principals, associate principals and assistant principals and these titles are used interchangeably in this text.)

The professional preparation of administrators in the Catholic School is a Bachelor's degree and a Master's degree. Those without a Master's degree should have an equivalent work experience as determined by the diocesan superintendent.

All administrators in the Catholic School are required to keep abreast of developments in the field of educational leadership and spiritual leadership as well as to continue their own personal growth and development. They are encouraged to acquire permanent New York State school administrator certification over a reasonable period of time.

SCHOOL CLOSINGS AND REDUCTIONS IN STAFF

Reduction in force is an elimination or reduction of a position. This is an action initiated by the employer and is due to reduction in operating budgets, reduction in school population, or reduction in or elimination of programs.

The following procedures apply to a Reduction in Force (RIF) or a School Closing. Whenever possible, the Catholic School and/or CSO should notify affected Teachers or a RIF or School Closing by May 15 of the school year preceding the closure. Four weeks after doing so, the CSO shall identify those positions within the Employing Unit (Individual School) that will be available for employment after the RIF or School Closing

As soon as practicable before the RIF or School Closing, Principals of the Employing Unit and the Assistant Superintendent, shall categorize each lay teacher within the Employing Unit by the Teacher's grade level certification (in the case of elementary school teachers) or subject area certification (in the case of secondary school teachers).

When a staff reduction is needed, each teacher, religious or lay, in the affected employing unit (individual school) will be evaluated in the following areas by the Principal:

- Mission of the School
- Needs of the Curriculum
- Professional Qualifications
- Performance Evaluations
- Skills, Abilities and Adaptability
- Seniority Points

Above all, the principal will take into account the needs of the students entrusted to the care of the school.

Basis for determining seniority in the employing unit:

1. Years of full-time professional service in the Catholic Schools of the Diocese – 7 points for each year
2. Years of full-time professional service in Catholic Schools outside of the Diocese of Syracuse – 2 points for each year

3. New York State Permanent or Professional Certification – 25 points for each certification
4. New York State Provisional or Initial Certification (unexpired) – 5 points for each certification
5. Each group of three graduate credits – 1 point. This includes all graduate credits whether or not they have been included in a Master's Degree up to a maximum of 60 points.
6. Master's Degree – 30 points each.
7. Doctoral Degree – 40 points each.

* There are no points given for certification from a state other than New York. Individual teachers who are excessed and wish to continue teaching in the Catholic Schools should notify the Catholic School Office of their desire to continue in the Catholic School system. This should be done in writing within two weeks after the announcement of the reduction or the closing of a school. Efforts will be made to consider teachers for available positions for which they are qualified in other schools within the diocese, but there is no assurance of employment.

Administrators

In the case of a school closing or other situations which would necessitate administrative reduction, the administrators involved may apply for available teaching and administrative positions.

DISPUTE RESOLUTION

The Catholic Schools are committed to treating their employees with justice and fairness and to providing an atmosphere where concerns or disputes can be discussed openly and frankly. Employees having a difference with coworkers or supervisors are encouraged, when appropriate, to attempt to resolve those difference informally, at the point of origin. Such discussions should be conducted respectfully and commensurate with the qualities and qualifications of a Catholic School Teacher, as detailed above.

DIOCESAN GRIEVANCE PROCESS

Overview

It is the policy of the Diocese and its Catholic Schools for its supervisors to maintain an open door policy, allowing employees to discuss any area of concern regarding their employment, including disputes with colleagues or supervisors. When an employee believes that he/she, or any other employee, has been subjected to offensive or harassing conduct by anyone in a Catholic School, the employee is obligated to bring this matter to the attention of his/her supervisor. This includes a belief that an employee

has been subjected to sexual harassment or any other harassment based upon a person's race, national origin, gender, creed, religion, disability, veteran status, or any other protected class of persons. Failure to do so could constitute employee misconduct and is a violation of this policy. Disputes among individuals will occur in any organization, no matter how much effort is taken to avoid them. Typically, the best means of resolving such dispute is for the two individuals in disagreement to engage in respectful and frank discussions of the matter. Accordingly, employees having a dispute with a colleague or supervisor should first attempt to meet with the colleague or supervisor to resolve the dispute. When an employee believes he/she has been the subject of inappropriate discipline or has been unfairly subjected to other adverse employment action that is inconsistent with these Personnel Policies or the employee's contract, the employee shall first attempt to resolve the matter in the manner stated above. If frank and informal dialogue between the parties fails to satisfactorily resolve the matter, the employee may use the Diocesan grievance process, as detailed below. This process is intended to provide an opportunity for the parties to be heard regarding the dispute by a party that is not directly involved in the matter in dispute. The following rules shall apply to the Diocesan grievance process:

1. The grievance process is confidential, and all parties to it shall respect the confidentiality of the process and any information learned in the process;
2. Any meetings or preparation required by the grievance process shall occur outside of school hours;
3. Any retaliation against a Teacher or other employee for filing or participating in a grievance is prohibited and shall not be tolerated;
4. A grievance must be asserted by the aggrieved employee, and employees shall not be allowed to involve outside representatives, including attorneys;
5. A grievance may not seek relief that is inconsistent with Diocesan employment contracts, these Personnel Policies, any existing Diocesan policy, or State or Federal law;
6. Formal rules of evidence shall not apply at any stage of the grievance process; and
7. The failure to meet any of the deadlines or periods of limitation stated below shall constitute a waiver of the grievance, and the grievant shall be precluded from pursuing the matter in any forum thereafter.

Commencing The Grievance Process

A Teacher may commence a grievance by filing a written statement of grievance with the Superintendent of School's office within twenty-one days of the act, occurrence, or event from which the grievance arises. The written statement of grievance must include the following information:

- All relevant facts regarding the matter being grieved;
- The section of the Teacher's employment contract or of these Personnel Policies that the Teacher believes to have been violated or to otherwise support his/her grievance;
- The resolution sought by the Teacher from the grievance; and

. The identification and/or attachment of any document that is relevant to the grievance.

Within three days of receiving the written statement of grievance, the Superintendent shall determine whether the grievance complies under the above-stated rules for the grievance process (*i.e.*, it seeks relief that is not inconsistent with any Diocesan employment contract, these Personnel Policies, or State or Federal law). If the Superintendent determines a grievance to be in violation of the above-stated rules, the Superintendent shall advise the grievant of that decision within seven days of receiving the written statement of grievance. Upon receiving notice of such determination, the grievant may seek review of the grievance by a Grievance Committee, as defined below. Otherwise, the Superintendent's determination that the grievance is inappropriate shall conclude the grievance process. If the grievance complies with the above-stated rules, it shall proceed to Stage I of the grievance process.

Stage I

The Superintendent shall notify the grievant's immediate supervisor of the receipt of the grievance and direct the supervisor to meet with the grievant to discuss the issues presented in the grievance and, in good faith, explore possible resolutions. If the Superintendent concludes that such a meeting will be futile, the Superintendent may waive Stage I and allow the grievance to proceed to Stage II. In that event, the Superintendent shall so notify the grievant in writing within seven days of the receipt of the written statement of grievance.

Stage II

If the direct supervisor and the grievant are unable to resolve the grievance at Stage I, either party may advance the grievance to Stage II by filing a written request with the Superintendent to that effect within five days of the meeting in Stage I. The Superintendent shall then forward the grievance statement and any other documents provided in support of the grievance to the Assistant Superintendent and direct the Assistant Superintendent to commence Stage II of the grievance process. Within seven days of receiving the Superintendent's directive, the Assistant Superintendent shall review the grievance statement and any provided documents and then meet with the parties to the grievance in an effort to resolve the grievance. (If the grievance is asserted against the Assistant Superintendent, this step shall be waived, and the grievance shall proceed directly to Stage III.) The Assistant Superintendent shall then provide the parties with a written decision regarding the grievance.

Stage III

If the grievance is not resolved by the Assistant Superintendent's decision, either party to the grievance may proceed to Stage IV by filing a written request to that effect with the Superintendent within seven days of receipt of the Assistant Superintendent's decision. The Superintendent will then review all relevant documents and material and meet with the parties in an effort to resolve the grievance. The Superintendent shall thereafter provide the parties with a written decision regarding the grievance.

Stage IV

If the grievance is not resolved by the Superintendent's decision, either party to the grievance may proceed to Stage IV by filing a written request to that effect with the Superintendent within seven days of receiving the Superintendent's decision. Within fourteen days of receiving such request, the Superintendent shall refer the matter to a Catholic Schools Grievance Committee.

The Grievance Committee shall be comprised of one member nominated by the Superintendent, one member nominated by the grievant, and one member nominated by the respondent. The grievant and the respondent may only nominate Catholic School or Diocesan employees who are in the same class of employees as the grievant and the respondent, respectively (*e.g.*, an aggrieved Teacher shall select a Teacher, an aggrieved Administrator shall select an Administrator, etc.) The Superintendent shall also select a facilitator for the committee who has experience and training in the field of human resources.

Within seven days of receiving a request that a grievance proceed to Stage IV, the Superintendent shall notify the parties of their respective obligations to nominate a member for the Grievance Committee. Within seven days of receiving that notice, the parties shall advise the Superintendent of their respective nominations. The Superintendent shall confirm each nominee's willingness to serve or, if a nominee is unwilling to serve, advise the affected party of the need to select a new nominee, which the party shall do within five days of such notice. The Superintendent shall also nominate a member and facilitator and provide the facilitator for the Grievance Committee with the written statement of grievance, all prior decisions regarding the grievance, and any relevant documents gathered during the grievance process. Upon its formation, the Grievance Committee shall review the written grievance statement, prior decisions, and relevant documents. It shall then provide a hearing to the parties to the grievance, which shall be chaired by the facilitator. The Grievance Committee shall only consider the issue(s) set forth in the statement of grievance or in the respondent's response to that statement. It shall decide what material is relevant to its determination and whether to have witnesses appear before it regarding the grievance.

Within twenty-one days of the close of the hearing, the Grievance Committee shall render a written determination of the grievance, which shall be confined to the issues set forth in the statement of grievance and the respondent's reply to that statement and which may only grant relief that relates directly to those issues and which is consistent with the Diocese's employment contracts, these Personnel Policies, and State and Federal law.

TEACHER TIME AWAY FROM WORK

Absence Procedures

When illness, injury, or personal reasons make it impossible for a Teacher to be present at his/her assigned place of duty, the Teacher must advise his/her supervisor of such development as soon as possible in order to provide the maximum possible notice to the supervisor. When a Teacher is physically incapable of providing such advance notice, or such notice is not possible for some other reason, the Teacher shall provide notice to his/her supervisor as soon as possible, together with an explanation for the absence of advance notice.

Any Teacher absent from work for five or more consecutive workdays due to illness or injury may be required to submit a certification from a health care provider that verifies that the Teacher is physically able to return to work and perform his/her regular duties. Any Teacher who is absent from work for five or more consecutive calendar days due to personal illness or injury shall complete the Diocesan Disability Benefits Form, which is attached to the Appendix of these Personnel Policies.

Substitution

Each Teacher must have appropriate lesson plans and instructional materials prepared for upcoming lessons at least one week in advance so that such material is available to substitute teachers in the event of the Teacher's unplanned absence. A Principal may request to review such lesson plans and material at any time. Any violation of this policy may result in disciplinary action. On rare occasions, Teachers may be required to serve as a substitute teacher for an absent colleague.

Personal and Sick Time

A Teacher's absence from work during Personal Leave and/or Sick Days shall be paid. A Teacher may use Personal Days for personal or family matters when given prior approval by his/her Principal. A Teacher may use Sick Days when required by his/her own illness or injury or serious illness of a spouse, parent or child.

On the first day of each school year, each Full Time Teacher shall earn five (5) Personal Days and eight (8) Sick Days for use during that school year. Teachers accrue unused Sick Days and Personal Days as Sick Days, to a maximum of sixty (60) Sick Days. Accrued sick days may be used only for the illness of the teacher or administrator.

As a general rule, Teachers may not take Personal Days immediately before or following Vacation Periods. Under extenuating circumstances, a Principal may authorize a Teacher to use Personal Days before or after such a period.

Bereavement Leave

A Teacher is ordinarily entitled to five (5) consecutive work days of leave required by the death of an immediate family member (*i.e.*, spouse, child, parent, sibling, or other family member residing in the same house). Such leave shall be paid. The Diocese and its Catholic Schools may request verification of the entitlement to such leave.

Jury Duty

In recognition of the importance of service on our juries, the Diocese and its Catholic Schools support their employees providing such service when they are called upon to do so. A Teacher must provide notice to his/her Principal of a summons to jury duty no later than the first scheduled workday following receipt of such summons. The CSO or the employing Catholic School may seek the Teacher's excusal or exemption from jury service when, in the opinion of the Superintendent or Principal, the Teacher's absence would create an operational hardship.

A Teacher's absence from work because of a summons to jury duty shall be paid at the Teacher's regular rate of pay for the first three days. Thereafter, the employee shall be paid the difference between any compensation (exclusive of expense reimbursements) the Teacher receives from the court, if any, and his/her salary. Such paid time will not exceed 8 hours in one day, 40 hours in one week or 10 days in one year. Teachers and Administrators are expected to work during any hours when they are not required to be absent for jury duty, including "on-call" time.

Unauthorized Absences and Tardiness

Unless previously excused or in the case of an emergency, every Catholic School employee is required to be physically present at their assigned place of duty, at the assigned time, in a fit condition for work. Likewise, unless previously excused, every Catholic School employee is required to remain at work, actively performing their assigned duties, until the end of each workday. Employees are expected to return from any required religious or Parish events and from meal periods promptly to be present and ready for work by the next period of instruction. All Teachers are required to remain in their school during the workday unless previously granted permission by their Principal or supervisor to leave the school. Any failure to comply with these obligations may result in disciplinary action, up to and including discharge from employment and/or deductions from salary and benefits and a proportionate share to any unauthorized absence.

Any employee who absents himself/herself from his/her assigned place of work without prior authorization for more than three consecutive days shall be considered to have abandoned his/her position and resigned.

Disability

Teachers or administrators who are absent for medical reasons for more than five consecutive days are required to complete a disability form (DB450). This form can be obtained from your school office. The final certification of disability is determined by the physician. The teacher's or administrator's request for a leave must be in writing and must indicate the expected dates for the leave as certified by the physician. Where possible, disability leaves are to be arranged in advance.

The employer continues to pay the employer's portion of the health and life insurance premiums during the period of disability which is concurrent with the FMLA. Should the disability continue beyond the 12 weeks covered by FMLA, the employee will be responsible for the entire cost of these insurance premiums.

During the period of disability or Family Medical Leave, health and life insurance coverage will continue as long as the teacher or administrator pays the employee's contribution of the premium in a timely manner.

During the disability leave the employer pays the teacher or administrator for the working days before which disability payments begin by using the accumulated medical days, provided that the teacher has accrued enough medical days. The employer pays the teacher or administrator partial accrued medical days concurrent with the standard disability payments to provide full pay until all accumulated medical days are used. Should the period of disability extend beyond available sick days, the teacher or administrator would receive disability benefits directly from the disability carrier.

Teachers and administrators requesting a Family Medical Leave will complete a Family Leave Request Form which is available at the school office. The Family Leave Request Form requests the information that is needed to determine if a teacher or administrator qualifies for a Family Medical Leave. This form should be completed and returned to the Catholic School Human Resources Office as quickly as possible.

Leaves of Absence Covered Under FMLA

1. General Policy

The CSO and/or its Catholic School may grant a Teacher a leave of absence from his/her normally assigned job duties in the following circumstances:

- (a) An employee is unable to perform his/her duties because of a certified Serious Health Condition (**Medical Leave**);
- (b) An employee is caring for his/her newborn child or a child placed with the employee for adoption or foster care (**Child Care Leave**);
- (c) An employee is caring for a child, spouse, or parent who has a certified Serious Health Condition (**Family Medical Leave**);

(d) An employee has a qualifying exigency (emergency) arising out of the fact that the employee's child, spouse, or parent is on active duty or is called to active duty status in the National Guard or Reserves in support of a contingency operation (**Service Member Exigency Leave**);

(e) An employee is caring for a child, spouse, parent, or next of kin who is recovering from a serious illness or injury sustained in the line of duty while on active military duty with a branch of the Armed Forces of the United States (**Injured Service Member Leave**); or

(f) An employee is either drafted, enlists, or is ordered to active duty to serve in the Armed Forces of the United States (**Military Leave**).

Eligible employees must apply for a leave of absence by completing a Family Leave Request Form and filing it with his/her Principal or as directed by the Principal, preferably at least thirty days before the commencement of the leave. In circumstances making it impractical for a Teacher to apply for a leave of absence in advance, he/she must do so as soon as possible following the leave of absence. A Teacher requesting a leave of absence will be advised of the conditions under which his/her Catholic School will grant that request, including any requirement to provide supporting medical certification.

All leaves of absence shall be covered by and subject to the policies concerning the Family Medical Leave Act ("FMLA") and shall be considered unpaid FMLA leave.

2. Leave Eligibility/Approval

Although the Diocese and its Catholic Schools reserve the right to grant or deny any request for a leave of absence, and/or to require the requesting employee to provide medical and/or military certification of eligibility for a leave of absence, the employing Catholic School and/or CSO will generally grant such a request in the following circumstances:

(a) *Medical Leave.* An employee who has worked for the Diocese for a minimum of one year and 1,250 hours in the preceding twelve-month period is eligible for Medical Leave if he/she is unable to perform the essential functions of his/her regular position because of a Serious Health Condition and is under the care of a health care provider.

An employee who is granted a Medical Leave must return to active employment when able to perform the essential functions of his/her regular position or at the expiration of the leave of absence, whichever is earlier. Subject to applicable law, failure to so return will result in termination of employment and the termination or reduction of benefits in accordance with applicable policies or plan provisions.

An employee who is granted a Medical Leave must not engage in activities during the leave that the Diocese considers unreasonable under the circumstances (*e.g.*, engaging in other employment) or that might prolong the disability. If so, the Diocese reserves the right to end the leave and terminate the employee.

(b) *Child Care Leave.* Each employee with at least one year and 1,250 hours of continuous employment with a Catholic School during the preceding twelve-month period is eligible for Child Care Leave to care for his/her newborn child or a child placed with him/her for adoption or foster care, provided the employee intends to return to the employing Catholic School at the expiration of the leave. Child Care Leave is only available and must

be completed within twelve months of the birth or placement. Such leave constitutes FMLA leave and is unpaid.

(c) *Family Medical Leave.* An employee who has worked for the Diocese or a Catholic School for a minimum of one year and 1,250 hours during the preceding twelve-month period is eligible for Family Medical Leave to care for his/her child, spouse, or parent who has a Serious Health Condition, provided the employee intends to return to the employment of the Catholic School at the expiration of the leave.

(d) *Service Member Exigency Leave.* An employee who has worked for the Diocese or a Catholic School for a minimum of one year and 1,250 hours in the preceding twelve-month period is eligible for Service Member Exigency Leave to address a qualifying exigency (emergency) arising out of the fact that his/her child, spouse, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation, provided the employee intends to return to the Diocese at the expiration of the leave.

(e) *Injured Service Member Leave.* An employee who has worked for the Diocese or a Catholic School for a minimum of one year and 1,250 hours in the preceding twelve-month period is eligible for Injured Service Member Leave to care for his/her child, spouse, parent, or next of kin who is recovering from a serious illness or injury sustained in the line of duty while on active military duty with a branch of the Armed Forces of the United States, if the employee intends to return to the Diocese at the expiration of the leave.

(f) *Military Leave.* The employee must be inducted (either voluntarily or involuntarily) into the U.S. Armed Forces and ordered to active duty or the employee is a member of the National Guard or Reserves and ordered to active duty.

3. Length of Leave

The Diocese and all Catholic Schools calculate their employees' entitlement to any leave of absence by using a "rolling" twelve-month period, and shall determine each employee's entitlement to a leave by reviewing the twelve-month period immediately preceding an employee's request for leave. An eligible employee may be granted a Medical, Child Care, Family Medical, Service Member Exigency, or Injured Service Member leave of absence as follows:

(a) *Medical Leave* may be approved up to a maximum of twelve weeks, less any Medical, Child Care, Family Medical, or Service Member Exigency Leave taken during the twelve-month period immediately preceding the requested leave. Under certain circumstances, the amount of Medical Leave may also be reduced as a result of Injured Service Member Leave taken during the preceding twelve months. In certain circumstances, an approved Medical Leave may be taken intermittently or on a reduced schedule basis.

(b) *Child Care Leave* may be approved up to a maximum of twelve weeks, less any Medical, Child Care, Family Medical, or Service Member Exigency Leave taken during the twelve-month period immediately preceding the requested leave. Child Care Leave may not be taken intermittently or on a reduced schedule basis. Under certain circumstances, the amount of Child Care Leave may also be reduced as a result of Injured Service Member Leave taken during the preceding twelve months.

(c) *Family Medical Leave* may be approved up to a maximum of twelve weeks, less any Medical, Child Care, Family Medical, or Service Member Exigency Leave taken during the twelve-month period immediately preceding the requested leave. Under certain

circumstances, the amount of Family Medical Leave may also be reduced as a result of Injured Service Member Leave taken during the preceding twelve months. In certain circumstances, an approved Family Medical Leave may be taken intermittently or on a reduced schedule basis.

(d) *Service Member Exigency Leave* may be approved up to a maximum of twelve weeks, less any Medical, Child Care, Family Medical, or Service Member Exigency Leave taken during the twelve-month period immediately preceding the requested leave. Under certain circumstances, the amount of Service Member Exigency Leave may also be reduced as a result of Injured Service Member Leave taken during the preceding twelve months. In certain circumstances, an approved Service Member Exigency Leave may be taken intermittently or on a reduced schedule basis.

(e) *Injured Service Member Leave* may be approved up to a maximum of twenty-six weeks, less any Medical, Child Care, Family Medical, Service Member Exigency, or Injured Service Member Leave taken during the twelve-month period immediately preceding the requested leave. In certain circumstances, an approved Injured Service Member Leave may be taken intermittently or on a reduced schedule basis.

(f) *Military Leave* will be approved for the period of active duty.

4. Intermittent Leave

An employee may take Medical, Family Medical, Service Member Exigency, or Injured Service Member Leave intermittently or on a reduced schedule as determined by the Diocese or the employing Catholic School only in the following circumstances, unless otherwise agreed to by the Diocese or employing Catholic School:

(a) The employee has a disability that substantially limits him/her in a major life activity and intermittent Medical Leave is reasonable accommodation that the employee needs to perform the essential functions of his/her position;

(b) The employee has a Serious Health Condition that requires intermittent leave because of a verified medical necessity;

(c) The employee has a child, spouse, or parent with a Serious Health Condition and requires intermittent Family Medical Leave to care for that family member because of a verified medical necessity;

(d) The employee has a qualifying emergency that arises from his/her child, spouse, or parent being on active duty in the United States Armed Forces or has been called to an active duty status in the National Guard or Reserves in support of a contingency operation, which requires intermittent Service Member Exigency Leave; or

(e) The employee has a child, spouse, parent, or next of kin who is recovering from a serious illness or injury sustained in the line of duty while on active military duty in the United States Armed Forces, which requires intermittent Injured Service Member Leave because of a verified medical necessity.

When a Teacher requests foreseeable intermittent Medical Leave or Family Medical Leave for planned medical treatment that requires a leave lasting more than twenty percent of the employee's total number of working days within the period of requested leave, the Diocese or the employing Catholic School may, in its sole discretion, require the Teacher to choose:

(a) A leave for a period or periods of a specified duration, which shall not be longer than the planned medical treatment and, in which case, the entire time away from work will count against the Teacher's leave entitlement; or

(b) A temporary transfer to an alternative, available, and equivalent position for which the Teacher is qualified, if any, which better accommodates the requested recurring periods of leave.

5. *Employer Extended Leave*

With the exception of Military Leave, if a Teacher requests a leave that would commence more than five weeks prior to the end of a semester and last at least three weeks, and the Teacher would return to work at the conclusion of the leave, the Diocese or the employing Catholic School may require the Teacher to continue taking the leave until the end of the semester. In that case, only the leave time the employee actually needs will be deducted from his/her leave entitlement.

If a Teacher requests at least two weeks of Child Care, Family Medical, Service Member Exigency, or Injured Service Member Leave that commences during the five-week period before the end of a semester, and the Teacher intends to return to work at the conclusion of the leave, the Diocese or the employing Catholic School may require the Teacher to continue taking the leave until the end of the semester. In that case, only the leave time the employee actually needs will be deducted from his/her leave entitlement.

If a Teacher requests at least six days of Child Care, Family Medical, Service Member Exigency, or Injured Service Member Leave that commences during the three-week period before the end of a semester and lasts at least six days, and the Teacher would return to work at the conclusion of the leave, the Diocese may require the Teacher to continue taking the leave until the end of the semester. In that case, only the leave time the employee actually needs will be deducted from his/her leave entitlement.

It is the policy of the Diocese and its Catholic Schools to comply with applicable statutory leave requirements. Any leave of absence granted under this policy shall run concurrently with statutorily required leaves of absence.

Special Extensions of Leaves

A Teacher requiring a Medical, Child Care, or Family Medical Leave may request a semester or a full year of leave. This permits the Teacher or Administrator to return either at the beginning of a semester or the beginning of the school year. The Diocese or the employing Catholic School will consider each such request individually, and reserve the right to grant or deny such requests in their sole discretion, considering all relevant facts, including whether the employee is certified by any State agency and the effect on the School's total program. In order to accommodate planning and personnel placement, the Principal or Superintendent may grant all or part of any requested leave or condition the leave on the requesting employee taking leave for an entire semester or school year instead of a portion thereof.

Upon an the expiration of a Teacher's leave, the CSO or the employing Catholic School shall attempt to provide the returning Teacher to a teaching position, although such position may not necessarily be in the same grade or class to which the returning

Teacher was assigned prior to his/her leave, but which shall be within his/her area of competence.

Any request for extended Medical Leave must be considered and approved by the Superintendent, in addition to the Principal of the employing Catholic School. The terms and conditions of any extended leave shall be put in writing and signed by both the Teacher and his/her Principal. A copy of this agreement must be filed with the Superintendent. A Teacher on leave must provide written notice to his/her Principal of his/her return in the Spring Semester no later than November 1st, and shall provide such notice of a return in the Fall Semester no later than June 1st.

All extended leaves shall be unpaid. Any such leave, after the first twelve weeks, shall not count toward an employee's seniority. Medical benefits may continue after the initial twelve weeks of extended leave, provided the Teacher pays the entire premium. Otherwise, such benefits shall only continue as provided by law.

Effective Date of Leave

The effective date of a leave shall be the first working day of absence regardless of the date on which the leave is approved.

End of the Leave

A leave of absence may end in either of the following ways:

1. *The Employee Returns to Work*

If an employee returns to work prior to the expiration of the leave, and the employee would not have been affected by a layoff or a change in the Diocese's organization while on leave, the employee will be reinstated to the same position or a position of similar status and pay.

While an employee is on an approved leave, the Diocese will take such steps as it considers reasonable (*e.g.*, leaving a position temporarily vacant, filling a position temporarily, etc.), with the objective of reinstating the employee in the position vacated when the leave began. However, there is no guarantee that an employee who is granted a leave will always be reinstated in the original position.

Prior to returning from a Medical Leave, the employee must present a release signed by the health care provider permitting him/her to return to the job.

Two weeks prior to the date of return to work or expiration of the leave, the employee must report to his/her supervisor to give notice of his/her intention of returning to his/her job. Failure to return to work at the end of the leave will be considered a voluntary resignation.

Returning from a Military Leave entitles the employee to the veteran's re-employment rights as prescribed by law.

2. *The Employee Does Not Return to Work and Is Terminated*

The employee may fail to return by the established expiration date, may resign, retire, violate the conditions of the leave, or may have been affected by a layoff or a change in the Diocese's organization.

The effective date of termination will be (a) the expiration date established for the leave, or (b) the date the employee notifies the Diocese that he/she will not be returning, or (c) the notification date provided by the employer when there is a layoff, a change in the Diocese's organization, or when the employee has violated the conditions of the leave, whichever occurs first.

LEAVE OF ABSENCE FOR CONTINUED STUDIES/CAREER ADVANCEMENT

Teachers and administrators who have completed three (3) years of continuous service in the Catholic Schools of the Diocese of Syracuse may request a leave of absence for career advancement or continued studies.

Leaves of absence are for one school year and run from September through August.

Process

A person requesting a leave of absence must make this request in writing to the appropriate administrator no later than March 15.

The administrator, in consultation with the Superintendent will make the decision about the leave and communicate that decision to the person making the request. In addition to the employee's request, the impact of the leave on the program will be considered when making this decision.

The person requesting the leave will be informed of the decision by April 1. The leave will be for the following school year starting in September.

For those granted a leave of absence, a position will be open at the time of return. For administrators this will be the position he/she had before taking the leave of absence. For teachers this position may not be at the same grade or subject level, but will be within the teacher's competency area. However, if it is necessary to make any cutbacks during that year, the person on leave will be considered along with all other employees in the seniority process.

No seniority or salary increase is gained while on leave. There will be no salary, benefits or accrued medical day payments for the period of the leave of absence.

If an employee wishes to continue on the Diocesan Health and Life Insurance program, the employee must inform the building administrator or the Superintendent of this intention in writing no later than one week after having been granted the leave. In these cases, the employee is responsible for the entire premium while on leave.

Return Notification

An employee on leave desiring to return to the Catholic Schools the following September, must inform the building principal or Superintendent of this intention in writing no later than March 1. If this notification is not received by the date indicated, there is no responsibility on the part of the Catholic Schools to have a position available the following September.

BENEFITS

Your employment benefits are described in the next paragraphs. Please remember that this handbook describes the benefits program in general. Complete plan provisions are contained in actual plan documents and policies where applicable. These are the legal documents governing the operation of the plan and are used to determine actual benefits payable from the plan.

Diocesan Health Insurance

All full-time employees have the option of enrolling in the Diocesan Health Insurance Plan. Enrollment in a medical plan must take place within thirty (30) days of employment. If this is not done, the employee must wait for the next open enrollment period to opt for health insurance. Health insurance coverage extends from September 1 to August 31 unless other dates are explicitly indicated on an employee's contract. All health insurance is contributory on the part of the employee. Each employer will pay a percentage of the premium for individual and family health insurance. The amount of the employee's contribution will be announced each year before the open enrollment period.

Specific details about all health insurance plans are available at the Diocesan Human Resources Office, 240 East Onondaga Street, Syracuse, NY 13202, (315) 422-9092. Teachers and administrators are encouraged to review this material carefully before opting for a particular health plan.

Changing Plans

Teachers and administrators may change from one health plan to another during the open enrollment period which generally takes place during the month of May. Changes in coverage will not be effective until July 1. The only other time changes may be made is when a qualifying event has occurred, i.e. marriage, birth, loss of other coverage. Proof of the qualifying event must be furnished to the Human Resources Department and any change to benefit elections must be made within 30 days of the event.

Updating Health Insurance Information

To ensure continuity of benefits, Teachers and Administrators must update the HR/B system by going online to <https://adp.eease.com> whenever the information supplied at the time of initial enrollment changes.

Continuation of Health Insurance Coverage

In accordance with applicable provisions of the New York State Insurance Law, if you are an employee of the Diocese covered by the Diocese's Health Insurance Plan, you have a right to a temporary extension of your health coverage (called "Continuation Coverage") at group rates in certain instances where coverage under the plan would otherwise end. Dental coverage may also be continued, but only if health coverage is continued. Continuation coverage is available if you cease to be in the class or classes eligible for coverage under the plan, or because of termination of your employment.

If you are a spouse of an employee covered by the Diocese's Health Insurance Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following reasons:

1. The death of your spouse;
2. The termination of your spouse's employment or if your spouse ceases to be a member in the class or the classes eligible for coverage under our plan;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the Diocese's Health Insurance Plan, he or she has the right to continuation coverage if group health coverage under the plan is lost for any of the following reasons:

1. The death of a parent;
2. The termination of a parent's employment or if the parent ceases to be a member of the class or classes eligible for coverage under the plan;
3. Parents' divorce or legal separation;
4. A parent becomes eligible for Medicare; or
5. The dependent ceases to be a "dependent child" as defined by the plan.

It is the employee's or family member's responsibility to inform the Diocese Personnel Department of a divorce, legal separation, or a child losing dependent status under the Health Insurance Plan. The Diocese will assume responsibility to notify the health insurance administrator of the employee's death, termination of employment or failure to be a member in the class or classes eligible for coverage under the plan, or where Medicare eligibility is established. When the insurance administrator is notified that one of these events has happened, the administrator will in turn notify you that you have a right to choose continuation coverage. You will then have at least sixty (60) days, from the date you would lose coverage because of one of the events described above, to inform the administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Diocese is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 18 months. However, the law also provides that continuation coverage may be cut short for any of the following reasons:

1. The Diocese no longer provides group health insurance coverage;
2. The premium for your continuation coverage is not paid;
3. You become an employee or dependent covered under another group health plan;
4. You become eligible for Medicare; or
5. You are divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.

You do not have to show that you are insurable to choose continuation coverage. However, as permitted by state law, you are required to pay all the premium for your continuation coverage.

If you have any questions about the right to health insurance continuation coverage, please contact the Human Resources Department.

Basic Life Insurance

Basic term life insurance equaling the teacher's or administrator's salary rounded up to the next thousand dollars is provided for all full-time employees. (Example: If a salary were \$12,100 the insurance provided \$13,000) The benefit is non-contributory on the part of the employee. It is necessary to enroll in the life insurance coverage to be covered; coverage is not automatic.

Life insurance extends from September 1 until August 31 unless other dates are explicitly stated on the employee's contract or the employee terminates employment. This policy can be converted to an individual life insurance policy if employment with the Catholic Schools is terminated.

Supplemental Life Insurance

Supplemental Life Insurance options equal to one or two times the employee's annual salary are available to each teacher and administrator at a very favorable rate. This is non-contributory on the part of the employer.

Group Dental Insurance

Group Dental insurance is available to full-time teachers and administrators. Dental insurance is non-contributory on the part of the employer. Enrollment in the dental plan is offered every two years. Employees who enroll must enroll for a minimum of two years.

Vision Insurance

Vision insurance is available to full-time teachers and administrators. Vision insurance is non-contributory on the part of the employer. Enrollment in the vision plan is offered every two years. Employees who enroll must enroll for a minimum of two years.

Termination of Insurance Coverage

Should the teacher or administrator terminate employment for any reason during the contract period, health insurance coverage ends on the last day of the month in which the termination is effective.

WORKERS' COMPENSATION

The Diocese provides Workers' Compensation coverage which covers all employees in the event that they are injured or become disabled due to occupational illness or injury while on the job. Benefits are paid for lost wages and medical expenses.

Benefits for lost earnings begin after the seventh day of disability. If the disability continues beyond two (2) weeks, the benefits will also be paid for the first week of disability. Payment of medical expenses begins on the first day of disability.

Reports of work related accidents or injuries, even if minor, must be reported within twenty-four (24) hours to the employee's supervisor. The employer will complete a C-2 and forward it to Risk Management. Failure to receive medical treatment in a timely manner may result in serious complications and also may jeopardize an employee's eligibility for medical benefits.

The Diocese strictly prohibits discrimination of any kind against employees who apply for or receive workers' compensation benefits or who are otherwise protected under the New York State Workers' Compensation Law. If any employee believes that they have been subjected to such discrimination, they should immediately contact Human Resources who will promptly conduct an investigation and take corrective action as needed.

SOCIAL SECURITY

During your employment, you and the Diocese both contribute funds to the Federal government to support the Social Security program. This program is intended to provide you with monthly benefits and medical coverage once you reach retirement age. Benefits may also be available in the event you become disabled or die. If you would like to receive an estimate of what you will receive, you can contact the Social Security Administration.

Short Term Disability Insurance

Disability insurance is provided for all employees of the Catholic Schools. Benefits are payable according to New York State Disability regulations. They are available upon certification by a physician, for up to twenty-six (26) weeks for regular disability within any fifty-two (52) week period. Weekly benefits are fixed by New York State within a minimum and maximum framework. Within this range, benefits are 50% of the weekly salary up to the maximum benefits which are currently \$170/week in New York State.

Disability insurance coverage applies to injuries and illnesses sustained while not functioning as an employee of a Catholic School. Disability benefits and a full week's salary may not be collected at the same time. However, arrangements can be made to use a portion of accrued medical days, to supplement the weekly disability pay.

403b

The Diocese provides eligible employees with a 403(b) plan that allows tax-deferred savings for retirement. All employees are eligible to join the 403(b) plan immediately upon hire and enrollment can occur at any time during the year. Plan participants may elect to contribute either a percentage of their compensation or a flat dollar amount on a pre-tax basis through payroll deduction, subject to the terms of the plan and certain established federal limitations.

Once enrolled in the plan, contributions remain the same until an employee elects to stop, increase or decrease savings. Election can be changed at any time.

If an employee is hired prior to July 1, 2011, they may contribute to the 403(b) on a contributory basis only and will not be eligible for the company match.

Employees hired July 1, 2011 and later are eligible for the company match on their contributions. *The company will match 50% of the first 6% of salary contributed.* To be eligible for the match the employee must complete a year of eligibility service within which they have worked at least 1,000 hours. Ongoing eligibility for the match requires that 1,000 hours be worked within the plan year.

Contact Human Resources to request an enrollment packet.

Pension Plan

For Catholic School teachers and administrators hired prior to July 1, 2011, on the July 1 following 12 months of continuous service to the Diocese of Syracuse, lay employees who qualify, are enrolled in the Diocesan Pension Plan. This plan is non-contributory on the part of the employee.

When you reach age 65, providing you are a participant, you are eligible for retirement with full pension rights. You may elect an early retirement if you have attained age 55 and have completed 20 or more years of continuous service. If you become totally

disabled, the benefits which you have earned are frozen. If you remain totally disabled, these benefits will be payable to you starting at your normal retirement date.

If a participant's employment with the Catholic Schools terminates he/she may be entitled to vested benefits at the normal retirement age (65) from the plan.

For answers to specific questions regarding the pension plan or to commence pension payments contact Great West Financial, 888-844-2472.

BENEFITS FOR PART-TIME TEACHERS AND ADMINISTRATORS

Employees regularly scheduled to work in the Catholic Schools at least four days per week or the equivalent (.80 FTE) are entitled to health insurance benefits at a prorated premium. These employees qualify for an equivalent portion of the employer's contribution for health insurance for single coverage and a *maximum* of 50% of the employer's portion toward family health coverage.

Example: A teacher with a .80 FTE would receive 80% of the employer's portion of health insurance cost toward single health coverage or 50% of the employer's portion of health insurance cost for family coverage.

If an employee's status changes from Full Time to less than 4 days per week or the equivalent (.80 FTE) they are no longer eligible for insurance benefits.

Employees *hired before July 1, 1997* and regularly scheduled to work at least two and one-half full days per week or the equivalent (.50 FTE) qualify for health insurance benefits according to the schedule at which they were hired.

Employees who were *hired after July 1, 1997 and before July 1, 2013 who were enrolled in benefits through the Catholic Diocese on that date, and* regularly scheduled to work at least two and one half days per week or the equivalent (.50 FTE) qualify for an equivalent portion of the employer's contribution for health insurance for single coverage and a *maximum* of 50% of the employer's portion toward family health coverage.

TEACHER AND ADMINISTRATOR FILES

The Diocese and its Catholic Schools maintain personnel files concerning all Catholic School Teachers. Teachers can review their personnel files within a reasonable period of time after providing a written request for such access. These files are considered confidential by the Diocese and its Catholic Schools and, as such, are open only to the Teacher, the Administrator, and Diocesan or school officials. The Diocese and its Catholic Schools will not disseminate or discuss the content of any employee's personnel file without the employee's written authorization to do so and the employee's

execution of a release of the Diocese and its Catholic Schools relative to any claim arising out of such dissemination or discussion. In the absence of such authorization and release, the Diocese and its Catholic Schools will only confirm a Teacher's dates of employment, position held, and last salary.

School Personnel File

The following credentials, documents, and materials should be maintained at the employing Catholic School or any consolidated system office:

- a copy of all employment contracts;
- a copy of a Teacher's Certification;
- a copy of a Teacher's college transcripts;
- current teaching and non-teaching schedules;
- a Teacher's attendance/absence records;
- a record of accumulated Medical Leave days;
- a record of continuing education and professional activities;
- evaluation and Observation reports and other communications of importance and/or related to contract obligations;
- contract copy;
- application with college/university transcripts and references;
- Diocesan Personnel Record form for current and past years (which contains New York State required Oath of Allegiance); and
- evaluation and Observation reports and other communications of importance and related to contract obligations.

UNLAWFUL AND DETRIMENTAL ACTIVITY

Any Teacher charged with a crime, other than a minor traffic offence, must notify his/her supervisor within twenty-four hours of being so charged. Any employee who fails to do so will be subject to disciplinary action, up to and including termination. Additionally, any employee engaged in conduct or behavior that brings discredit to a Catholic School, the Diocese, or the Catholic Church, and which is inconsistent with the Catholic Church's teachings and dogma, may be subjected to discipline, up to and including termination of employment.

Depending on the circumstances, the Diocese or the Catholic School may suspend the Teacher with or without pay, pending resolution of all charges. Depending on the nature of the crime, a Teacher convicted of a criminal offense may be subject to discipline, up including termination of employment.

ACCEPTABLE USE OF INTERNET AND ELECTRONIC COMMUNICATIONS

The Diocese may provide Teachers with certain electronic devices and equipment or access to such devices or equipment, including e-mail, voice mail, telephone, cell

phone, modems, personal computers, and facsimile machines. These tools are important resources intended to further the mission of the Catholic Schools. Such tools may be provided to employees to improve instruction; to improve communications and relationships among colleagues, students, parents, and supervisors; or to assist in gathering information from internal and external resources for instructional or other school-related purposes.

Electronic communications are to be used in a manner that is consistent with the CSO's Acceptable Use Policy and the philosophy and mission of a Catholic education. In using electronic communications, each employee must always maintain his/her integrity and professionalism and comply with all laws and corporate policies. As set forth in more detail in the CSO's Acceptable Use Policy, all information created, transmitted, received, viewed, or stored on any computer equipment, network, or system or provided by the Diocese or a Catholic School shall constitute the property of the Diocese or the Catholic School, and the employee shall have no reasonable expectation of privacy therein.

The internet is a business tool for Catholic Schools. Unnecessary or unauthorized internet usage squanders work time, consumes supplies, and can unnecessarily tie up servers and printers. Accordingly, such use is prohibited. Additionally, unlawful internet use can expose the Diocese to significant legal liabilities. The Diocese and its Catholic Schools require employees using such tools to observe copyright laws, software licensing, property rights, privacy rights, and the prerogatives of others.

Electronic communication tools and their contents are the property of the Diocese and/or its Catholic Schools, including an employee's personal computers and laptops. The Diocese and/or its Catholic Schools reserve the right to monitor and, without notice, inspect all matters on or within all of the Diocese's or a Catholic School's systems, including, but not limited to, any and all e-mail, internet and intranet applications, to ensure appropriate use. Employees should have no expectation of privacy with respect to any use of these systems, including, but not limited to, their office personal computers, any assigned laptop, or any e-mail or voicemail account. External communications should be viewed as open to the public domain and should not contain any confidential or proprietary information. The Diocese reserves its right to monitor telephone calls made using the Diocese telephone system, and telephone calls and/or text messages made using cellular telephones or other wireless devices provided, or reimbursed for, by the Diocese.

Employees must report any theft, damage, or malfunction of any of these resource tools to their supervisor within twenty-four hours or the employee will be held responsible for the monetary value of the item. If the loss, damage, or malfunction is due to employee negligence, the employee will be responsible for the damage or loss.

Because of the danger of viruses, spyware, and malware, employees may not (1) download any material from the internet or otherwise introduce into or place any programs or material on computer equipment or a computer system belonging to the Diocese or a Catholic School without first obtaining express authorization to do so; (2)

use the Diocese's computer systems as a way to facilitate communication through personal e-mail and instant messaging accounts or for solicitations of any kind; or (3) download, access, or otherwise obtain or play any games(s) from any internet site, over the internet, or from any other type of internet source.

Social Networking

Social networking tools create new opportunities for communications and collaboration, but also lead to new responsibilities for Diocese employees. All Diocese policies, rules, and guidelines, including, but not limited to, this social networking policy, apply to employees' on-line activities while at work or while using Diocese-provided communication equipment.

This policy applies to employees who use the following while at work:

- Multi-media and social networking sites, including, but not limited to, MySpace, Facebook, LinkedIn, Yelp!, and Ping.fm;
- Blogs, including, but not limited to, agency-sponsored blogs;
- Microblogs, including, but not limited to, Twitter;
- Wikis, including, but not limited to, Wikipedia;
- Content-sharing sites, including, but not limited to, YouTube, Flickr, Delicious, and Digg;
- On-line forums and chat rooms; and
- Any other internet activity involving user-generated content.

The absence of or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Additionally, all employees should consider and adhere to the following principles concerning on-line activity, whether it be at work or outside of work:

1. Personal blogs should have clear disclaimers that the views expressed by the author in the blog is the author's alone and do not represent the views of the Diocese (*i.e.*, make your writing clear that you are speaking for yourself and not on behalf of the Diocese).
2. Information published on your blog(s) should not disclose any confidential or proprietary Diocese, Catholic School, or student information. This rule also applies to comments posted on other blogs, forums, and social networking sites.
3. Use common sense and be respectful to the Diocese, other employees, students, parents, and community.
4. Social media activities should not interfere with work commitments.
5. Your online presence reflects the Diocese. Be aware that your actions captured via images, posts, or comments can reflect that of the Diocese.
6. Respect copyright laws and reference or cite sources appropriately. Plagiarism applies on-line as well.
7. The Diocese's logos and trademarks may not be used without written consent.
8. Do not independently create Diocese or school-named groups.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

FRAUD, WHISTLEBLOWER AND FRAUD RESPONSE PLAN

The revised Code of Canon Law, effective November 27, 1983, addresses extensively the responsibilities of bishops and their delegates as administrators of the Church's temporal goods. Ultimately, the Bishop has the duty to ensure that no abuses exist in the administration of Church goods within the Diocese. This policy is promulgated to support and assist the Bishop in that responsibility.

The Diocesan Finance Council provides review, oversight and counsel to the Bishop at the Diocesan level. At the local level, the parish finance council is to provide the pastor or administrator with similar advice and counsel. The Diocesan internal auditors also serve a vital role in the review and monitoring of various internal controls at the parish level. This document should be made available to all parish and school employees and volunteers and studied together for sound parish stewardship in this matter.

The Diocese of Syracuse is committed to the highest possible standards of accountability in all its affairs. It is determined to develop a culture of the Gospel, one of honest and accountable stewardship and opposition to fraud and embezzlement. An environment, which allows any embezzlement or fraud, is not acceptable, and all criminal, civil and canon laws will be strictly enforced and obeyed.

In line with that commitment, this document outlines the principles we are committed to in relation to reporting and investigating fraud and embezzlement. The principles for preventing fraud and safeguarding assets are outlined in the Diocese of Syracuse Business Administration Best Practices Manual that can be found on <http://parishsop.syrдио.org>. This document in no way supersedes those requirements, but is intended to reinforce them. It will outline the steps that are to be taken in the event of suspicion of fraud or actual fraud and communicate how it will be dealt with. These actions apply to priests, religious, lay employees, volunteers, parishioners or any person suspected of fraud or embezzlement.

The Diocese encourages all clergy, religious, lay leaders, employees, parishioners and volunteers to come forward on a timely basis and report instances of fraud and embezzlement and provides assurance against recrimination or retaliation.

Fraudulent activities at the parish, school or any other level at the Diocese represent a unique problem which must be responded to in an appropriate manner. The problem is unique in so far as, an inappropriate or premature response may allow the suspected offender to cover-up or hide the suspected activity.

COURSE OF ACTION

1. All suspected or documented fraud or embezzlement should be immediately reported to the office of the Chief Financial Officer. An initial report of the incident must be documented in writing by the complainant and provided to the Director of

Internal Audit. All complaints and reports of suspected embezzlement or fraud will be kept confidential, other than the timely reporting by the Diocese of the suspected activity to law enforcement, in order to protect both the complainant and the suspected embezzler. The complainant will be notified of the action taken by the Diocese within fourteen days.

2. The Director of Internal Audit will coordinate closely with the Pastor, as necessary, during the investigative process until final resolution.
3. The suspected embezzler should not be approached or apprehended. No personnel action shall be taken without prior consultation with legal counsel and the Director of Internal Audit.
4. The premature approach might jeopardize the gathering of necessary evidence, result in a needless lawsuit or cause physical harm to the persons involved. The clergy, religious, lay employee or volunteer, reporting the suspected activity to the Diocese, shall not communicate with any other priest, lay person, employee, parishioner, volunteer or finance council member concerning the suspected embezzlement until he/she is notified by the Director of Internal Audit. All information regarding the incident should remain confidential by the complainant, unless the complainant is contacted by law enforcement, in which case the complainant should cooperate fully.
5. Neither the pastor, associate pastor, parish finance council nor any person at the parish level has the authority to release the suspected person from liability or agree to terms of restitution. There should be no attempt to contact law enforcement agencies or a lawyer at the parish level, or to deal with the suspected embezzler at the parish level. The office of the Director of Internal Audit will coordinate contact with appropriate law enforcement agencies on behalf of the Diocese.
6. The Director of Internal Audit will consult with the proper Diocesan officials and consultants to discern appropriate actions to pursue in light of canonical, civil and criminal statutes, the nature of the allegation and other significant circumstances.
7. In order to protect the innocent and secure the evidence, no internal control procedures or other operating controls, or employees, should be changed until requested or instructed by the Director of Internal Audit. The parish must contact the Director of Internal Audit immediately upon suspicion of fraud or embezzlement. In all instances the parish shall work in conjunction with the Director of Internal Audit and the Diocese to resolve the fraudulent financial situations. The matter must not be handled at the parish level in any way. The parish should not attempt to conduct its own investigation. This could lead to erroneous information being obtained, improper allegations being leveled or the inability of the Diocese to properly pursue the matter in line with canon, civil and criminal law.
8. The Director of Risk Management shall notify the appropriate insurers.

FRAUD RESPONSE PLAN

The Bishop, Vicar General, Chief Operating/Chief Financial Officer and Director of Internal Audit, in consultation with the Diocesan Finance Council and any other

consultants deemed necessary, will make the determination of how fraud and embezzlement is handled. This includes decisions regarding when criminal and civil authorities and insurers are to be notified. All civil, criminal and canon laws will be strictly adhered to.

General guidelines are as follows:

- Once sufficient facts have been uncovered to determine that a fraudulent activity has occurred, the Director of Internal Audit or his designee shall contact appropriate law enforcement authorities. The Director of Risk Management shall notify the insurers.
- In all instances the offender will be removed from the situation in which the fraud occurred. At the direction of the Director of Internal Audit, administrative leave may be invoked on a temporary basis during the investigative process.
- As a matter of justice and vigilance in preventing the creation of an environment which allows for fraud, restitution will be sought in all cases, regardless of the amount of the embezzlement, theft or fraud.

TYPES OF FRAUD

The following list includes fraud and embezzlement to be aware of and watch for. While several types are listed below, others may happen that are not included in the list.

Collusion

Two or more individuals overriding the control system can collectively perpetrate and conceal actions from detection. This could include collusion between an employee and a vendor or customer, or another employee.

Lapping

This is one of the most common types of fraud. It is the postponement of entries for the collection of receivables to conceal a cash shortage. The fraud is perpetrated by a person who records cash in the cash receipts journal and the accounts receivable journal. The employee defers the recording of the cash receipts from one source and covers the shortage with receipts from another source.

Theft

Theft is the diversion of cash, checks or other assets before they are recorded by the accounting system of the parish or school. It can take the form of removing

cash from the collections basket or mail, taking cash or goods donated to the parish or school or diverting checks to another bank account.

Forgery

Occurs when a person passes a false or worthless instrument, such as a check, with the intent to defraud or injure the recipient.

Inappropriate use of Endowed Funds

Occurs when a parish or organization intentional uses endowed/restricted gifts for purposes other than designated by the donor

Accounts Payable

An employee may create payments to false vendors or create phony addresses to which payments are sent. Invoices could also be overpaid, with the refunds pocketed by the employee.

Payroll Ghosts

Another common form of fraud is to create false employees. Paychecks are then issued to the false employee and diverted into a bank account. Unauthorized pay charges and not recording vacations taken are other frequent forms of fraud.

Kickbacks

An employee may take bribes or kickbacks from suppliers or vendors. This is more difficult to document because they are usually in cash.

Supplies or Inventory Embezzlement

An employee may purchase, with the parish or school's funds, supplies or equipment for personal use. Inventory or supplies may also be stolen from the parish or school.

Other Types of Fraud or Embezzlement

Individuals may come up with other methods of fraud or embezzlement. These include inflating personal expense reimbursement amounts, using the parish sales tax exemption for personal purchases, stealing stamps or other office supplies, falsifying time cards, misappropriating petty cash, or other theft.

MISCELLANEOUS POLICIES

Appearance

All employees are expected to maintain a personal appearance that is neat, professional, and in concert with the Diocese's image and the employee's position and job duties. Casual clothing should be avoided. Specific requirements may vary with respect to different assignments and/or programs, and should be discussed with your supervisor. Any employee reporting to work in improper attire or unsatisfactorily groomed may be required to return home to fix the problem, and such time out of work shall be unpaid and shall not count toward seniority.

Smoking

In consideration of the needs and concerns of all employees and students, and in compliance with State laws, smoking is prohibited throughout the Diocese's and Catholic Schools' premises. Visitors are required to comply with this policy while on school premises. Employees violating this policy will be subject to disciplinary action, up to and including termination.

Snow Days

On snow days when the roads are impassable, Teachers are not expected to report for school. On snow days when the roads are passable (e.g., a School Closing due to the wind chill factor for students walking to school), faculty is expected to report to school. These days are considered faculty planning days. The Area Superintendent will ensure that radio announcements that announce a School Closing also state whether Teachers are required to report to school. When required to report, Teachers must arrive no later than 9:00 a.m., barring extraordinary circumstances.

Personal Property

The Diocese is not responsible for the loss, damage, or theft of any employee's personal property. Employees should take reasonable steps to protect their personal property from damage or theft. For example, an employee should not leave money or valuables unattended in his/her work area for any period of time. Employees should immediately report any damage to or theft of personal property to their immediate supervisor.

Solicitations and Distributions

In order to avoid unnecessary annoyances and interruption from work, employees are prohibited from soliciting one another during either person's working hours. Employees are prohibited from distributing literature of any source, including handbills, in work areas. Trespassing, soliciting, or distribution of literature by non-employees on agency premises is prohibited at all times.

Media Spokesperson

All communications to any member of the press regarding any Catholic School should be referred to the Superintendent. If a member of the media contacts any other employee for any reason concerning his/her job or the Diocese or Catholic School, the employee should direct the inquiry to the Catholic School Principal or the Superintendent, as appropriate, and immediately notify the individual of the inquiry.

Requests for Employment References

Requests for employment references should be forwarded to a Catholic School Principal, whose response will be limited to the verification of dates of employment and position held. An employee who receives a request for employment verification concerning a former or active employee should direct the request to the Catholic School Principal.

Revision

The Catholic Schools of the Diocese of Syracuse recognize that changes in the law, government regulations, benefits, etc., do occur from time to time. Therefore, the Catholic Schools of the Diocese of Syracuse will, with consultation of teachers and administrators, periodically review the *Personnel Policies Handbook for Teachers and Administrators* and necessarily reserve the right to change, modify, delete or add to its provisions as may be deemed necessary or advisable.

EMPLOYEE HANDBOOK RECEIPT

I acknowledge receipt of the Revised and Restated Personnel Policies for Catholic School Teachers and Administrators in the Roman Catholic Diocese of Syracuse, New York which describes policies, current employee benefits and my obligations as an employee.

I understand that the policies contained in this handbook are not intended to create a contract of employment nor is any other communication by a Diocesan representative, either expressed or implied, intended to be a contract, unless explicitly stated otherwise in a written agreement signed by the Bishop of the Roman Catholic Diocese of Syracuse.

I understand that this handbook is not a guarantee of employment for any set period and that either the School or I may terminate my employment at any time, with or without cause. Furthermore, I understand that the policies and benefits described in this handbook may be added to, revised or deleted at any time by the Diocese.

I agree to read and study the contents of this handbook. It is understood that the Diocese retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Diocese.

Employee's Name (Please Print)

Employee's Signature

Date