

PERSONNEL

TEACHER

4000

This term refers to all of the professional staff, whether full or part-time employed, who are involved in the instructional programs of a school, but not including principal and pastor.

The teacher, whether religious or lay, is directly responsible to the principal and is obliged to observe conscientiously the regulations of the particular school in which the teacher is employed, as well as the policies and regulations promulgated by the Diocesan School Office.

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PART-TIME TEACHER

4001

Part-time teachers have the same duties and responsibilities as full time teacher, including participation in all regular faculty and departmental meetings, except as otherwise designated by the principal.

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SUBSTITUTE TEACHERS

4002

A substitute teacher should be provided for those situations when the teacher must be absent from the classroom for a short time. If the absence of a teacher is prolonged beyond two weeks, the principal must try to secure a qualified teacher as a substitute in order to provide continuity of instruction.

If it appears that the absence will be for an extended period of time, a contract should be signed with the substitute teacher.

The salary of a substitute is determined at the local level.

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JOB DESCRIPTION OF A TEACHER

4003

The primary responsibilities of a teacher are divided into four categories: Community of Faith, Instructional Process, Interpersonal Relationships and Professional Responsibilities and Growth

These primary responsibilities are as follows:

A. Community of Faith

The Teacher:

1. Supports and implements the philosophy of a Catholic education.
2. Gives evidence of lived Gospel values.
3. Participates in building faith community.

B. Instructional Process

The Teacher:

1. Demonstrates evidence of prior planning and preparation.
2. Uses effective teaching techniques, strategies during lesson.
3. Demonstrates knowledge of curriculum and subject matter.
4. Uses instructional time efficiently and effectively.
5. Evaluates student progress effectively.
6. Provides for individual differences.
7. Demonstrates ability to motivate students.
8. Maintains an atmosphere conducive to learning.
9. Manages student behavior in a constructive manner.

C. Interpersonal Relationships

The Teacher:

1. Works cooperatively with administration.
2. Works as a team member with educational staff.
3. Demonstrates positive interpersonal relations with students.
4. Maintains positive interpersonal relations with parents and other members of the school community.

D. Professional Responsibilities and Growth
The Teacher:

1. Maintains professional manner in classroom and other school related settings.
2. Demonstrates a sense of professional responsibility.
3. Actively participates in responding to total school needs.
4. Keeps abreast with developments in curriculum and the learning process.
5. Interacts with colleagues to further professional growth.
6. Takes advantage of opportunities to further professional growth.

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QUALIFICATIONS OF A TEACHER

4004

A Teacher:

- A. Should be certified at the respective teacher level (i.e., elementary, secondary, etc.)
- B. Should have satisfactory health.
- C. Should exhibit professionalism
- D. Should be a practicing Catholic, and
- E. Must be able to fulfill all aspects of the responsibility of a teacher as defined in Section 4003 of this policy.

Any exception to any of the above five criteria must be obtained from the Diocesan Superintendent of Schools before a contract can be offered.

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HIRING OF TEACHERS

4005

1. General

- A. Recruitment of teachers is done at the local level. A principal may begin recruiting to hire a new teacher to replace a present teacher when a written statement of intent indicating that the current teacher does not intend to return, has been received from the present teacher or a letter of resignation has been received.
- B. The principal of the school makes the final decision for recommending a teacher to the board for approval of hiring. The principal may wish to involve a committee in the interview process.
- C. Teachers are hired at the local board or parish level.
- D. All employees are subject to a background check.
- E. Teachers who are members of a religious community are hired at the local school level with the approval of their superior. A priest must have the approval of the Ordinary.
- F. Where an approved salary scale exists, it is the principal's duty to conduct the hiring procedure up to the review and signing of the contract by Pastor or President of the School Board. The Pastor or President of the Board may, at the hiring session, recommend to the principal the parameters on the salary scale within which a teacher may be hired.
- G. Where there is no specific salary scale, the principal shall refer the approved applicant to the Pastor or President of the School Board in order that a satisfactory salary can be negotiated. (cf 4019)
- H. All contracts must be sent to the Diocesan Superintendent of Schools for signature by the Superintendent.

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2. Application and Hiring Procedure

- A. Teacher applicant fills out an application for employment and submits it to the principal.
- B. Teacher applicant provides to the principal the following documents:
 - I. Copy of transcript of college and other credits.
 - II. Copy of teaching certificate
 - III. References
 - IV. Any other documents requested by the principal.
 - V. Background Check
- C. The principal follows through on references given by teacher applicant
- D. Principal interview teacher applicant.
- E. Principal makes contract arrangement, including salary.
- F. Principal submits contract to applicant and obtains the required signatures. Required signatures for a lay teacher include the teacher, pastor/president of regional school board, principal and Diocesan Superintendent of Schools.
- G. After obtaining all other required signatures, the contract is submitted to the local school for approval and signature (and approval of the Ordinary is obtained if a priest is an applicant). The signed contract is returned to the teacher within two weeks after execution of the contract. A copy of the contract is maintained by the local school office, pastor or president of the Regional School Board and Superintendent of Schools.
- H. The contract is forwarded to the Diocese for approval and signature of the Superintendent of schools.
- I. The original with all signatures is returned to the contracted teacher within two weeks. A copy is maintained.

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STATEMENT OF INTENT AND CONTRACT

4006

For all teachers presently teaching at a school and to whom the principal intends to offer a contract in the following year, the principal may:

- A. After Jan. 1st of the present school year distribute to the teacher a Statement of Intent to be completed by the teacher. A statement of intent form attached in Appendix C. Teachers should complete the Statement of Intent and return it to the principal within 15 days after given. If the Statement of Intent is not returned by March 15th the principal may assume that the teacher does not desire to return as a teacher at the school.

If the principal is not intending to offer a contract, a Statement of Intent should not be issued. (Policy #4007 – Addendum A)

- B. A contract shall be offered to the teacher for the next school year after February 15th of the current school year. Failure to return a contract after 15 days of being offered a contract will make the contract void.
- C. The principal has the responsibility of preparing the contract, and obtaining the necessary signatures.
- D. A Statement of Intent is not binding to either party. A returned intent does not guarantee a contract but is used by the administration for planning purposes only.

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TEACHER INTERVENTION PROCESS

4007

The normal criteria for evaluating the job performance of a teacher will be Section 4003 from the Diocesan handbook.

If a teacher begins to perform unsatisfactorily, but not in such a fashion as to require immediate termination, the principal should follow the following Intervention Process:

- A. The cause(s) of dissatisfaction or concern should be placed in writing in accordance with the Intervention form. (See Addendum A.)
- B. The written concern(s) should be shared with the teacher as well as a suggested period of time, not to exceed 90 days, in which improvement needs to be made.
- C. The principal shall meet with the teacher on a regular basis, during this period, in a minimum of over a month, meetings, progress, concerns, etc., need to be documented, dated and the documents maintained.
- D. If performance does not improve satisfactorily during the intervention process the principal may recommend termination of the contract.
- E. The recommendation must be approved by the president of the school board/pastor and Diocesan Superintendent of Schools.

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TERMINATION OF CONTRACT

4008

Once a contract has been signed, it should be honored by all parties involved. Only as a last resort and for the gravest of reasons should a contract be terminated by the school during its life. If a school (board, pastor, and administrator) feels there is justification for immediate termination, the Diocesan school superintendent needs to be consulted. If the Diocesan School approves, the individual may be suspended while the formal steps of termination are carried out.

Termination:

- A. If a contract is to be terminated the reason for termination should be sent, in writing, to the Superintendent of Schools so that the Diocesan attorney may be consulted. Once approved, the document will be returned to the local school board. In the case of a Religious, a copy shall be mailed to the appropriate Religious community.
- B. The decision regarding termination of the contract is submitted, in writing, by the principal to the teacher
- C. The teacher has the right to appeal this decision to the local school board. This appeal is to be done in writing and must be filed with the board president within (5) days after receipt of the communication terminating the contract from the principal. The decision of the local school board is final.

Nothing regarding the above procedure shall be construed as creating a right to employment other than as contained in the current contract between the teacher and the Diocese. Nothing contained in the foregoing process shall be interpreted to extend any of the time required for submission and return of the Statement of Intent and contract as contained in Section 4006 of this policy. Nothing regarding the procedure or process shall be construed as creating a tenure policy.

The grave causes that could necessitate immediate termination include the following:

- A. Professional incompetence.
- B. Failure to uphold the Catholic philosophy of education as delineated at the Diocesan and local school levels.
- C. Neglect of duties such as absenteeism; lack of punctuality; failure to perform assigned school duties, provide requested school reports, etc.
- D. Immorality.

- E. Any personal activity or personal publicity which interferes with the principal's or teacher's effectiveness.
- F. Violation of the contract.
- G. Violations of rules and regulations promulgated by Diocese or local school.

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CONTRACT AMENDMENT

4009

If a teacher plans to complete additional education between the time of signing the contract and the first day of school the contract may be amended as follows:

With presentation of proper documents for an education upgrade, the teacher may be entitled to a salary increase which would be agreed upon at the time the original contract is signed and should be in line with the current salary scale used by the school.

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CONTRACTUAL VIOLATION

4010

Teacher

In the event the Teacher terminates or otherwise breaches this contract without the express written consent of the Diocesan Superintendent of Schools and the local administration, then the Teacher agrees to pay to the School the sum of Nine Hundred and no/100 Dollars (\$900.00) if the contract is terminated before June 30th, One Thousand, Two Hundred and no/100 Dollars (\$1,200.00) if the contract is terminated between June 30th and before July 31st, and One Thousand, Five Hundred and no/100 Dollars (\$1,500.00) if the contract is terminated after July 31st, not as a penalty but as liquidated damages to the School. The amount may be deducted from the final paycheck. This condition is essential to this contract and not a mere recital.

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4011

At Will Employees

Schools may employ personnel to fulfill clerical health, maintenance, food service, teacher aide and/or any other support staff needs.

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STAFF DEVELOPMENT

4012

It is important that in-service opportunities for professional development be provided to those on the staffs of diocesan schools. The principal is seen as the primary leader in this area. However, it is good to involve all members of the staff in this ongoing development of the members in the field of education. Each staff member should be willing to take a turn in leading these in-service sessions. Frequently, it will be advantageous to hold staff development programs as part of the regularly scheduled faculty meetings. Teachers are expected to attend professional development opportunities provided by the administration during contracted time.

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ORIENTATION OF TEACHERS

4013

The principal of the school has the responsibility for the orientation of the new teachers. New teachers are expected to attend an orientation program provided by the administration.

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FACULTY MEETINGS/STAFF DEVELOPMENT

4016

Faculty meetings are held at least monthly. Minutes of faculty meetings are to be kept on file in the principal's office. All full and part-time teachers are expected to attend these meetings.

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FAMILY MEMBERS EMPLOYED BY SCHOOL

4018

School employees, their spouse, parents, or children may not serve on their local school's Catholic School Board.

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MEDICAL INSURANCE AND DIOCESAN EMPLOYEE BENEFITS

4020

All employees are eligible for federally mandated benefits, such as those required in the Family Medical Leave Act.

All diocesan employees receive the following benefits, whether full or part time, temporary or permanent:

- Worker's Compensation
- Social Security

Eligible permanent diocesan employees receive the following benefits in addition to those listed above:

- Christian Brothers Employee Benefit Trust Health insurance
 - Includes coverage for medical, dental, vision, prescription drugs
- Term Life Insurance and Accidental Death and Dismemberment
- Long Term Disability Insurance
- Christian Brothers Employee Retirement Plan
- Christian Brothers 403(b) Retirement Savings Plan
- Section 125 POA Cafeteria Plan for Health Insurance premiums.

These benefits are administered through the Diocesan Finance Office. These benefits and the Family Medical Leave Act are described in detail in the following handbooks which are available at each employing institution:

- “Diocese of Springfield/Cape Girardeau Policies, Guidelines and Procedures”
- “Personnel Policies for Positions Not Covered in the Catholic School Manual”
- “Your Employee Benefits – The Christian Brothers Employee Benefit Trust”
- “The Roman Catholic Diocese of Springfield/Cape Girardeau Cafeteria Plan”
- “Christian Brothers Retirement Plans”

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SEXUAL MISCONDUCT POLICY

4021

All school personnel, salaried and non-salaried, are bound by the Diocesan Sexual Policy. A record of familiarity with this policy is to be on file in each school.

All school personnel must attend and complete a safe environment training provided by the diocese.

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MATERNITY LEAVE

4022

Each local school should determine guidelines for maternity leave consistent with the local sick leave policy and the Family Medical Leave Act.

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JURY DUTY

4024

An employee will suffer no loss of salary as a result of jury duty.

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SICK LEAVE

4026

Diocesan teacher and principal contracts provides for ten days sick leave, with pay each school year. Each teacher (principal) may accumulate and carry forward to subsequent years 30 days of sick leave within one parish school, regional school or school system. The accumulated paid sick leave is not transferable from one parish school, regional school or school system to another within the diocese.

In a school year, the teacher (principal) may use all accumulated sick leave plus the 10 days provided in the annual contract. However, 30 days may be carried over into subsequent years.

A parish school, regional school, or school system in the diocese may choose to permit a greater number of accumulated days. This policy should not be construed as a reason to diminish the number of allowable accumulated days currently in effect.

Accumulated sick leave is available for use if needed but will not be exchanged for money upon termination.

Should the need arise for additional sick leave, a parish school, regional school or school system is encouraged to assist the teacher (principal) in a way that would not cause undue financial burden on the parish/region/system.

It is recommended that funds be budgeted to cover the cost of a substitute in the event of a teacher's extended illness. A suggested amount would be one-fourth of the funds needed to cover the total number of sick days available during the year to the faculty.

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TENURE

4028

The Diocese of Springfield/Cape Girardeau has no tenure policy. Administrative and teacher contracts are reviewed and signed annually. Nothing contained within this Administrative Manual or any other manual, policy book, guidelines or other document shall be construed as creating or intending to create a tenure policy.

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COMMUNICATION DEVICES

4030

Communication devices are any device that an individual can use to pass information to another individual.

The principal and/or school board of each school will develop a communication device policy that will be in the best interest of their school.

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SOCIAL NETWORKING

4040

Social networking websites and applications, including but not limited to Facebook, MySpace, and Twitter, are an important and timely means of communication.

Faculty must be aware of the critical importance of privatizing their web sites so that only trustworthy “friends” have access to the websites. Faculty and staff should not have students as friends on social networking web sites. Employees may not utilize websites and/or applications in a manner that interferes with your official work commitments. Violation of this policy could result in termination.

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