



The Diocese of Fresno Non-Contracted Teacher Manual

Approved by
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Bishop, Diocese of Fresno
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PREAMBLE

The Mission/Vision Statement for the Catholic Schools of the Diocese of Fresno states "Catholic Schools exist in the Diocese of Fresno to provide our students with the best Catholic formation and education possible. Each school accepts the mission of the Church to teach the redeeming message of God's love and to form an active community of believers."

To be an effective Catholic school each and every member of the school's staff must strive to foster the spiritual atmosphere of the school in both word and action. This spiritual atmosphere of the school will result from the professional, spiritual, and personal competency of all staff; a climate of respect and evangelical joy; a living Gospel spirit of charity and freedom; and the practice of cooperation, participation, and co-responsibility.

Each school must strive to follow the message of Jesus in all aspects of the life of the school including its personnel matters. The school administration, especially the principal, should attempt to build a faith community among employees and call all members of the staff to mutual responsibility and accountability.

With this understanding of the ministry of the Catholic school and the shared ministry of all school employees, the Diocese of Fresno has developed the following "Non-Contracted Teacher Manual."

100 INTRODUCTION

"The Diocese of Fresno Non-Contracted Teacher Manual for Catholic Schools" (hereafter referred to as NCTM) documents the personnel policies, practices and procedures covering transactions between Non-Contracted Teachers (hereafter referred to as NCT or NCTs) and the Catholic schools in the diocese relating to employment, benefits, and personnel-related activities. Hereafter, each individual school in the diocese shall be referred to as the School.

101 Purpose and Limitations of NCTM

This NCTM is for general guidance and is not intended to be a contract.

It is the responsibility of each employee to read and understand this NCTM. If anything is unclear, please ask for an explanation.

The Diocese of Fresno retains the sole discretion to modify, delete, or add to this NCTM, in writing, at any time. When such amendments are made, each NCT will be provided with a written statement of amendment and will be required to acknowledge they have received and read the amendment. None of these policies or procedures can be amended by oral statements, but can only be altered by written statement issued by the Diocese of Fresno.

This NCTM replaces and supercedes all previous manuals, handbooks, and other communications distributed by Schools and takes precedence over all memoranda, job offers, or other written or oral statements that describe the terms and conditions of employment.

102 At Will Employment

NCT employment with diocesan Schools is "at will" employment. Persons deciding to work for a School, or continuing to work for a School, must understand and accept this "at will" policy as a term of employment.

Under this "at will" policy, a NCT or the School may terminate employment at any time with or without cause or reasons. Neither the employee nor the School is committed to continuing the employment relationship for any specific term. Rather, the employment relationship will continue "at will." The School also reserves the right to promote, demote, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion.

Nothing in this NCTM or in any document or statement shall limit the right to terminate NCT's employment. No manager, supervisor or employee of the School has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than what is contained in this NCTM. Only the Bishop of the Diocese of Fresno (hereafter referred to as Bishop) or his delegate has the authority to make any such agreement, and then, only in writing.

103 Administration

The Principal of the School is responsible for implementing the School's personnel policies, establishing necessary procedures, and ensuring compliance with approved policies and procedures.

104 Distribution

The NCTM is maintained in each Principal's office and the School's staff room. Each new NCT will receive a copy of this manual and must sign a "Diocese of Fresno Receipt of NCTM Acknowledgement."

200 NCT EMPLOYMENT POLICIES

201 Selection of NCT

The School provides equal treatment to all NCTs and applicants for NCT employment, promotion, transfer, layoff, and termination. All aspects of a NCT employment with the School are based on merit, competence, and qualifications and will not be influenced by race, color, sex, gender, marital status, national origin, handicap, or veteran status. The School reserves the right to be the sole judge of merit, competence, and qualifications, and to consider applicants who are practicing Catholics when making decisions about hiring or promotion.

Every effort will be made to hire NCTs for positions which best utilize their abilities, and in which they will be able to achieve both personal satisfaction and opportunity for growth.

202 Requirements for Employment

The following are requirements for employment for NCTs:

- The applicant must have a valid Social Security Number.
- The applicant must complete a W-4 form.
- The applicant must have completed a Diocese of Fresno NCT application.
- The applicant must be free from active tuberculosis. See policy 206.
- The applicant must assure the Diocese of Fresno that he/she is in physical condition to perform the essential functions of the position with or without reasonable accommodation.
- The applicant must submit a clear Criminal History Summary. See policy 203.3.
- The applicant must have appropriate documentation to establish his/her right to work in the United States as required by state and federal law. See policy 205.
- The applicant must be and all employees must remain insurable under the Diocese of Fresno's general insurance liability policy. Notice of uninsurability from the Diocese of Fresno's insurance company will immediately cause the employee to be considered ineligible for further employment.
- The applicant must hold a bachelor's degree from an accredited university/college.

203 Hiring Procedures

At no time will the hiring of a NCT be considered as creating a contractual relationship between the employee and the School; and, unless otherwise documented, this relationship will be defined as employment where either the employee or the School can terminate the employment at any time with or without cause or reasons. See policy 102.

203.1 Selection Process

All applicants must complete a diocesan-approved NCT application and will be screened and the Principal and/or supervisor will call those applicants selected for a preliminary interview.

203.2 References

Reference checks are required before making any offer of employment. The most recent teaching employment listed in the application must be contacted, verified, and documented.

203.3 Criminal Record Summary

Prior to being given a job offer, the finalist(s) being considered for the position will be required to provide the School a clear Criminal Record Summary from the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) as a condition of employment.

203.4 Job Offer

The Principal, with the concurrence of the Pastor, makes the official job offer to the prospective NCT. The Principal will also confirm the job offer in writing using the diocesan-approved job offer letter which states the position title, employment status, work week and hours of employment, salary, benefits, name of the immediate supervisor, effective date of hire, and that the employee has met the requirements of employment (see policy 202). The candidate will be required to sign and date an acceptance of the written offer.

203.5 Non-Select Letters

All applicants that were considered for the position but not hired will be sent a non-select letter.

203.6 Recruitment File

Copies of applications and/or resumes will be retained in the School's recruitment file for a period of one year from the date the position was filled.

204 Employment of Immediate Family

If an applicant's immediate family member is employed by the School, employment is not restricted unless there would be a conflict of interest, such as when one family member supervises another or when one monitors and/or distributes the work of the other. Immediate family member is defined as parents, sons, daughters, siblings, and spouse.

205 Immigration Reform and Control Act

In compliance with Federal Immigration laws, the School only hires workers who are and continue to be eligible to work in the United States. All NCTs hired after November 6, 1986, will be required, as a condition of employment, to document their eligibility to work. Any employee who fails to provide required documentation, who provides false documentation, or who makes any false statement in connection with obtaining or continuing employment will be subject to immediate termination.

206 Health Requirement

Applicants must assure the Diocese of Fresno of their ability to perform the essential functions of a regular teaching position with or without reasonable accommodation.

All employment is conditional upon receipt of proof of freedom from active tuberculosis (see policy 202). No applicant for employment shall be hired unless the person has submitted written certification from his/her physician or public health agency stating that the applicant has been examined within the past two years and determined to be free of active tuberculosis. All employees must have the examination at least once every four years as required by law to remain eligible for employment.

207 Employee Status

The following definitions of a NCT's status will be used to classify employees when determining which employees are eligible for certain employee benefits:

207.1 Introductory NCTs

All newly hired NCTs , except casual or temporary employees, are classified as introductory NCTs for a period of 90-calendar days (or three months). An extension of introductory status may be granted should the Principal need additional time to evaluate the performance of the NCT.

The purpose of the introductory period is to evaluate the employee's performance and ability to carry out the position's requirements. It also provides the employee and the employer the opportunity to determine whether continued employment is desired.

An introductory employee is an "at-will employee and may be terminated with or without cause or with or without notice on or before the completion of the introductory period.

207.2 Regular Full-Time NCTs

A regular full-time NCTs is scheduled to work a minimum of 30 hours per week on a regular basis and has satisfactorily completed the introductory period.

207.3 Regular Part-Time NCTs

A regular part-time employee is scheduled to work 20 or more hours per week, but less than 30 hours per week, and has satisfactorily completed the introductory period.

207.4 Casual NCTs

A casual employee is scheduled to work fewer than 20 hours each week.

207.5 Temporary NCTs (or Substitutes)

A temporary NCT is hired to work a limited, pre-determined length of time for either the temporary replacement of an existing teaching employee unable to work due to a leave of absence, or to aid with clearly defined short-term projects. A temporary NCT will be provided with a set period of expected work, with a clear understanding that employment ends when the job is completed or the absent teaching employee returns to work. Temporary NCTs are not eligible for employee benefits except as required by law.

The hire date of temporary NCT who are subsequently hired on a regular basis will be the date on which they actually begin work as a regular full or part-time employee.

207.6 Exempt & Non-Exempt Status

All NCTs are classified as non-exempt based upon criteria set forth in the federal Fair Labor Standards Act (FLSA) and applicable California IWC Wage Orders.

Non-exempt employees include all regular full-time or part-time NCTs who are covered by the overtime provisions of the FLSA or applicable state laws. Employees in this category are entitled to premium pay for work in excess of 40 hours in a workweek or eight hours in a workday.

208 Orientation

The School will conduct orientation, familiarize NCTs with the School, and enable them to learn their assigned jobs. This orientation shall also include the School's safety practices and procedures (see policy 409).

300 PERSONNEL RECORDS

301 Maintenance of Records

The School maintains the personnel records including, but not to be limited to, the employee's application and/or resume, pre-employment material, college transcripts, and all major documentation concerning the employee's employment including, but not to be limited to, salary information, absences, insurance(s), and job performance appraisals. Medical information will be maintained in a separate confidential medical file.

At the termination of employment, the NCT's personnel records will be transferred to the Human Resources Department of the Diocese of Fresno.

302 Review of Personnel File

NCTs may review their personnel files provided they arrange for an appointment with the Principal. An employee may only view his/her personnel records in the presence of the Principal or delegate. NCTs' personnel files and documents may not be removed from the School. Employees will be provided copies of personnel records upon written and signed request at the employee's expense.

303 Security and Confidentiality of Personnel Information

The School respects the privacy of its employees and strives to ensure that confidential information on employees and former employees is not improperly released either within the School or to external sources. The Principal is responsible for the security and confidentiality of all personnel records. Access to personnel records may only be granted by the Principal or delegate.

304 References/Verification of Employment

Any calls, documents, or questions concerning reference, unemployment claims, employment and salary histories, home addresses and telephone numbers, the location of employees who are not at work, or any other confidential matters must be referred to the Principal or delegate. Only dates of employment and job title may be given out. If the employee provides written authorization using a diocesan-approved form, additional information may also be released.

305 Change of NCT's Information

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

400 WORKING CONDITIONS AND RULES

401 Work Week and Hours

The workweek runs from Sunday at 00:01 a.m. until Saturday at 12:00 p.m. The workday extends from 00:01 a.m. until 12:00 midnight.

The school will determine the specific work hours for each NCT.

The School must carefully follow the provisions of the Federal Fair Labor Standards Act and any applicable state laws.

402 Lunch and Rest Periods

Rest and meal periods are intended to provide employees an opportunity for rest and a brief break from assigned job duties.

Lunch Break: NCTs are legally required to take a minimum lunch break of 30 minutes. Employees working more than five (5) hours per day, but less than six (6) hours per day may waive their lunch break subject to the mutual written agreement of the Principal and the employee. Employees working less than five (5) hours per day are not required to take a lunch break.

Rest Period: The law provides a ten-minute rest period for every four hours (or major portion of a four hour period) worked by an employee. The Principal or delegate will schedule rest periods in mid-morning and mid-afternoon. These rest periods are required by law for NCTs and should be taken as scheduled.

403 Employee Assignment

The Principal has the responsibility to determine all employee assignments and reassignments based on the School's needs. It may be necessary to add or alter the duties of an employee in lieu of reassignment.

404 Attendance

Each employee has the responsibility to maintain a good attendance record and to be present every day during the prescribed work hours. By accepting employment with the School, individuals are indicating that they will take appropriate action to manage their personal affairs; take precautions against accidents, both on and off the job; maintain good health standards; and be at work promptly every scheduled workday.

Each employee must request permission from the Principal or delegate if, on occasion, he/she desires to leave campus.

While some allowances will be made for occurrences beyond the control of an employee, absenteeism may be cause for corrective action, up to and including termination of employment.

405 Personal Appearance

It is the policy of the School that a NCT's attire and grooming be appropriate for the work situation, since every employee represents the Church and the School in his or her appearance as well as by his or her actions.

The Principal or delegate will inform the employee what attire and grooming is appropriate. If, from time to time, an employee is uncertain regarding what attire or grooming is or is not acceptable for a regular school day or special function, he/she is encouraged to discuss the matter with the Principal and/or immediate supervisor.

If an employee's attire or grooming should be placed in question, the Principal or delegate will be responsible for determining whether or not it is appropriate for the workplace.

406 Personal Advantage/Conflict of Interest

It is the policy of the School to require all employees and independent contractors engaged by the School not to use their position with the School for undue personal advantage or in a manner that would create a conflict of interest.

Employment by the School carries with it a responsibility to be constantly aware of ethical conduct. In connection with this policy, the following will apply:

Employees must refrain from exerting influence in any transaction in which their own interests may conflict with the best interests of the School.

There shall be no offer, exchange, solicitation, or acceptance of payments, gifts, or other considerations in any form, directly or indirectly, other than those that have to do with the normal course of business and which follow open, legal, and authorized procedures with any person, firm, or institution.

Rejections, acceptance and/or exertion of influence of any kind shall not be tied to payments, gifts, credits, or favors in any form (e.g., vacations, expenses, loan endorsements, consultant fees), directly or indirectly by or to the School or independent contractors.

The term "indirect" includes the offering or acceptance of such favors by a relative, associate or anyone acting on behalf of the employee or an independent contractor or by business entities acting for any of the above.

These rules do not preclude the offering or acceptance of birthday or Christmas remembrances, business luncheons, or other gifts whose value is \$50.00 or less each occurrence.

407 Charitable Solicitation

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

408 Personal Telephone Calls

It is the policy of the School that the telephone will be available during work hours for effective communication with the public and the School. Accordingly, the telephones will not be used for personal telephone calls except when necessary as determined by the School. When necessity requires an employee to make a personal long distance call, the call cost will be charged to the employee.

409 Safety and Health

The safety and health of all employees is of vital concern to the School. All employees are expected to carry their share of the responsibility for safety and health (see policy 208).

Employees are required to:

- Cooperate fully with all aspects of the School's safety and accident prevention program;
- Comply with all rules and regulations regarding safety practices; and
- Be alert to possible hazards, and report any hazards to the person responsible for the work area.

410 Reporting of Suspected Child Abuse or Neglect

All school NCTs are mandatory reporters of suspected child abuse or neglect and must report all suspected incidents of child abuse to a child protective agency and the Principal immediately. All school employees are required to annually sign and submit the "Annual Employee Responsibility Form" in which the employee certifies that they understand their responsibility to report all incidents of suspected child abuse or neglect. See the Administrative Handbook policy 4710 and the Principal's Guide Book.

411 Work Related Injury or Illness

All accidents, injuries, or illness incurred by the employee on the job must be reported to the Principal as soon as possible.

The School and employee must immediately initiate the diocesan Workers Compensation procedures established by the diocesan Department of Human Resources. This procedure includes: providing the employee the "Employee's Report of Injury - DWC-1" form and referring the employee to a physician, clinic, or hospital for treatment. Unless the employee has completed and filed with the Diocese the "Employee Declaration Form, Physician/Chiropractor/Medical Facility" and declared a treating medical provider prior to the injury or illness occurring, the employee must go to the physician designated by the School for examination and treatment.

The employee will be required to provide a release from a physician before being allowed to return to work.

If no medical treatment was required and there was no lost time from work, the incident will be considered a near miss. It is important to report a near miss in order to examine and investigate the hazard or work method that occasioned the near miss and eliminate or remove the hazard or work method preventing a more serious injury from occurring.

412 Employee Activities

Attendance is voluntary at any school sponsored social event held for employees.

413 Outside Employment & Activities

Employees may engage in outside employment as long as such employment does not occur during working hours and does not affect the quality of their work in the School. Employees must notify the School in writing of all outside employment.

No employee will maintain an outside interest or business or engage in any outside business or activity which conflicts with the doctrines of faith or morals of the Catholic Church.

414 Unlawful Harassment

The School is committed to providing a work environment free of unlawful harassment that may cause a hostile work environment. School policy prohibits sexual harassment and harassment because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age or any other bias protected by federal, state, or local law or ordinance or regulation.

It is illegal and against the policies of the Diocese of Fresno and the School for any person involved in the operation of the School to harass another employee. Prohibited unlawful harassment on the basis of sex, age, race, ancestry or national origin, color, religious affiliation, physical/mental disability, medical condition, marital status, sexual orientation or any other protected basis includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- c. Physical conduct such as assault, unwanted touching, blocking normal movements or interfering with work; and
- d. Retaliation for having reported or threatening to report harassment.

It is illegal and against the policies of the Diocese of Fresno and the School for any employee, male or female, supervisor or co-worker to sexually harass another employee by (a) making unwelcome advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's continued employment, or (b) making submission to

or rejections of such conduct the basis for employment decisions affecting the employee, or (c) creating an intimidating, hostile or offensive working environment by such conduct.

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

- a. Report the alleged act immediately to the Principal and/or Superintendent, who will conduct an investigation. The privacy of the aggrieved individual, as well as that of the employee under investigation, will be respected at all times. The complaint should include details of the incident, names of the individual(s) involved and the names of any witnesses. An investigation of all complaints will be undertaken immediately.
- b. If, after what the aggrieved employee considers to be a reasonable length of time, the aggrieved employee believes inadequate action is being taken to resolve the complaint, then the aggrieved employee should go directly to the Superintendent or the Director of Human Resources of the Diocese of Fresno with the complaint. It is the policy of the Diocese to listen sympathetically to any reasonable complaint, seek early corroboration of the allegations and to apply appropriate sanctions in a timely manner to insure such harassment does not reoccur.

The Superintendent, the Director of Human Resources, or their delegates will fully and effectively investigate the complaint. The investigation will be immediate, thorough, objective and complete. Persons with information on the matter will be interviewed. A determination will be made and the results communicated to the complainant, to the alleged harasser and as appropriate, to others directly concerned. The School and the Diocese of Fresno will keep the matter confidential, to the greatest extent possible, by informing only individuals on a "need to know" basis.

If it is determined that unlawful harassment has occurred, effective action will be taken consistent with the circumstances involved. Any employee determined to be responsible for unlawful harassment will be subject to disciplinary action, up to and including termination. Neither the School nor the Diocese of Fresno will retaliate against an employee for filing a complaint. The School and the Diocese of Fresno prohibit retaliation by supervisors or co-workers against any employee who makes a complaint regarding harassment or who cooperates in an investigation subsequent to a complaint.

The School and the Diocese of Fresno trust that all employees will continue to act responsibly to establish a pleasant working environment free of discrimination. All employees are expected to be sensitive to the individual rights of their co-workers.

415 Confidentiality

Any business information obtained in the course of employment with the School is considered the property of the School and should not be disclosed to anyone outside of the School. All information relating to personnel matters or the personal matters of School personnel, students or families of students are the private domain of the School and are not to be discussed with anyone other than employees of the School and then only on a professional basis.

Employees with access to confidential information are charged with the responsibility and obligation of protecting the information. Access, authorized or not, does not confer the right to disclose such information.

416 Non-Smoking Policy

All employees shall not smoke at any School event or activity, or on any area of the School including School buildings and grounds.

417 Communications with the Media

The Principal or delegate is the sole media spokesperson for the School. Employees shall refer any inquiry from the media to the school's Principal.

500 COMPENSATION

501 Salary, Pay Rate, and Anniversary Date

It is the policy of the School to provide salaries within the financial resources available that are equitable in relation to positions with comparable responsibilities within the School.

Exempt employees will be paid on a salary basis and non-exempt employees will be paid on an hourly basis.

Based upon the financial resources of the School, the salary will be reviewed annually with any changes, if any, expected to begin with the new fiscal year, July 1 of each year, Salary adjustments during the fiscal year will only occur by way of exception.

An employee's anniversary date is defined as the employee's first day on the job with the School. Salary adjustments, when made, will not necessarily coincide with the anniversary date, but usually with the start of the fiscal year, July 1.

502 Time Records

The School is required by federal and state wage and hour laws to maintain daily time records for all non-exempt employees.

All NCTs must accurately record the starting and ending time of the workday, daily lunch breaks, and paid/unpaid absences such as sick days and leaves on their time cards/sheets.

The Principal or delegate is required to approve and sign the time cards/sheets of the employees.

No employee may log in or out of another employee's time card/sheet or allow another employee to log in or out of his/her time card/sheet. Either action may result in disciplinary action up to and including dismissal.

503 Overtime for Non-Exempt Employees

The Principal or delegate must approve all overtime in writing in advance of the overtime. If an NCT works overtime without written permission from the Principal or delegate, the employee may be disciplined up to and possibly including termination.

Overtime shall be paid in accordance with applicable state and federal law. After eight hours and up to and including 12 hours in one workday, the employee shall receive premium wages of 1.5 times the employee's regular hourly rate.

For all hours worked on the eighth consecutive day and following days, after having completed seven consecutive days of work, the employee shall receive premium wages of 1.5 times the employee's regular hourly rate.

Only actually hours worked are counted for the computation of overtime hours (e.g., paid & unpaid absences and leaves are not counted towards overtime).

504 Pay Day

Employees are paid on the 15th and the last working day of each month.

If an employee is absent on payday and is not receiving payment through direct deposit, the check will be held for his or her return or will be mailed to the employee upon request. It is the employee's responsibility to keep his or her current address on file with the School.

505 Advance Payment of Salary

Requests for salary advances will normally not be granted. Both the Principal and Pastor must approve exceptions to this policy.

506 Compulsory Deductions

Federal and state income taxes vary with the number of exemptions claimed by each employee.

Social Security taxes will be deducted from an employee's gross salary to an annual limit. This tax is forwarded to the Federal government together with a matching amount paid by the School.

507 Voluntary Deductions

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

508 Garnishments

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

509 Reimbursement for Work Related Expenses

The School will pay all actual, reasonable business related expenses incurred by employees in the performance of their job responsibilities. All such expenses, including travel and materials expenses incurred by an employee, must be approved by the Principal in advance before the expense is incurred, and before the School will make payment. Generally, reimbursable expenses are those allowed by the IRS.

510 Transportation Reimbursement

The following are allowable expenses:

510.1 Mileage

Use of an employee's personal automobile on business requires the explicit prior approval of the Principal or delegate (see Administrative Handbook policies 6611 "Screening of Drivers" and 6612 "Vehicle Use Rules'). The employee shall possess a valid California driver's license and minimum insurance coverage as required by the State of California and as required by the employee's insurance carrier for business use of a personal vehicle.

Requests for mileage reimbursement will be made within 30 days and will show the date, odometer readings, total mileage, location, and purpose of each authorized trip. Reimbursement is calculated at the IRS rate per mile.

510.2 Parking and Bridge Tolls

Parking fees (not fines) and bridge tolls related to approved employer business will be compensated with a receipt.

510.3 Other Transportation Costs

Other approved transportation costs related to employer business must be pre-approved by the Principal or delegate.

600 EMPLOYEE BENEFITS

601 Holidays

601.1 Holiday Schedule

It is the policy of the School to recognize certain designated national holidays throughout the year as holidays. These holidays will be determined each year at the discretion of the School and are communicated to all employees through the School calendar.

601.2 Eligibility for Paid Holiday

NCTs are not eligible for holiday pay.

602 Vacations

NCTs are not eligible for paid vacations.

603 Other Leaves and Absences

Some of following leaves and absences are described in the following policies contained in the Diocese of Fresno **ADMINISTRATIVE HANDBOOK** (hereafter referred to as "AH"). A copy of the AH can be found in the school's staff room.

603.1 Notification of Absence

See AH policy 3510 "Notification of Absence."

603.2 Paid Leave for Illness or Injury

See AH policies:

3521	"Paid Leave for Illness or Injury"
3521.1	"Certification of Illness or Injury"
3521.2	"Paid Leave for Illness or Injury Involving Maternity"

603.3 Paid Leave for Bereavement

See AH policy 3523 "Paid Leave for Bereavement."

603.4 Paid Leave for Jury Duty

See AH policy 3524 "Paid Leave for Jury Duty."

603.5 Paid Leave for Witness Duty

An employee who is required by law to appear in court as a witness may take accrued vacation time or unpaid time off for such purposes provided he/she gives the Principal or delegate reasonable advance notice. If the reason to appear in court is job-related, the time off for witness duty will be paid.

603.6 Paid or Unpaid Family/School Leave

State law specifies that parents, grandparents having custody, and legal guardians shall be allowed to take up to 40 hours of paid or unpaid leave per school year from work to participate in their children's activities at any Kindergarten through 12th grade school. This leave shall not exceed more than eight (8) hours per calendar month. A minimum of seven (7) calendar days of advanced notice is required. Employees must utilize accrued vacation time before taking unpaid time off. The principal may request written documentation of attendance.

603.8 Unpaid Leaves

See AH policies:

3531	"Unpaid Leave for Employee Illness or Injury"
3532	"Unpaid Leave as Provided by Law"
3533	"General Unpaid Leaves of Absence"
3534	"Salary Deductions"

603.9 Medical Certification of Fitness to Return to Work

See AH policy 3540 "Medical Certification of Fitness to Return to Work."

604 Employee Benefits Include Health Insurance, Retirement, Social Security, Life Insurance, Disability Insurance, and Worker's Compensation

See AH policies:

3421.1	"Health Insurance Benefit"
3421.2	"Retirement Benefit"
3421.3	"Social Security Benefit"
3421.4	"Life Insurance Benefit"
3421.5	"Disability Insurance Benefit"
3421.6	"Worker's Compensation Benefit"

All eligible employees must sign up for the comprehensive benefits program within thirty-one (31) days of eligibility. Failure to do so will prohibit enrollment within the health insurance benefit until the next open enrollment period.

Waiting period for health insurance: There is no waiting period counted from the first day of regular full-time work. Health Insurance coverage effective date is the first (1st) day of employment.

605 Continuation of Health Insurance after Termination

In concern for the well-being and security of its terminated full-time employees and their covered dependents, the Diocese of Fresno, voluntarily provides its terminated full-time employees an opportunity to purchase and participate in a limited continuation of health, dental and vision coverage in force at the time of the employee's termination. The employee shall be responsible for the full cost of the premium plus any administrative fees associated with the continuation coverage plan.

The employee is responsible to notify Diocesan Director of Human Resources of any qualifying events if continuation coverage is to be initiated.

606 Benefits Not Provided

The Diocese of Fresno is exempt from and does not participate in the following benefit programs: State Unemployment Insurance, COBRA (see policy 605), and California State Disability Insurance (SDI) and California Paid Family Temporary Disability Leave Insurance (FTDI).

700 PERFORMANCE APPRAISAL

701 Formal and Informal Appraisal

The Principal or other supervisors on a continuing basis evaluate each employee's performance informally. In addition, a formal written performance appraisal may be prepared at any time, but at least annually, in order to:

- a. Document and clarify the employee's performance in relation to reasonable expectations and standards for the position;
- b. Determine how the employee may improve work performance;
- c. Achieve a more effective working relationship between the supervisor and the employee; and
- d. Encourage good work performance and discourage poor performance.

702 Appraisal Process

There are three parts of the appraisal process:

- a. There will be a mutual understanding between the supervisor and the employee of the work to be performed and the quality and quantity of work expected by the School. The job description will partially achieve this objective. In addition to the job description, there may be additional requirements for the employee's job as determined by the Principal or delegate.
- b. Throughout the school year the Principal or the supervisor is expected to evaluate and communicate performance levels to the employees on a continuing basis. In turn, employees will communicate any problems, results, and items that relate to their own performance.
- c. By the end of the school year, there must be a written appraisal. The results of this appraisal will be communicated to the employee and placed in the employee's personnel file.

703 Procedures

The Principal or supervisor is required to prepare a formal, written performance review for Regular Full-Time and Regular Part-Time employees prior to the end of each fiscal year.

800 EMPLOYEE DISCIPLINARY ACTION & DUE PROCESS

801 Disciplinary Action

The Principal is responsible for taking disciplinary action to remedy employee problems. These problems include, but are not limited to, work performance problems, attendance, or any employee action that may interfere with the work of the School.

The following disciplinary actions are described in the following policies contained in the AH:

3296	"Disciplinary Action"
3296.1	"Oral Reprimand"
3296.2	"Written Reprimand"
3296.3	"Disciplinary Suspension"

802 Causes for Disciplinary Action

Examples of acts that may lead to disciplinary action are listed below. This list is not an exhaustive list of types of conduct that may result in disciplinary actions up to and including termination.

- a. Insubordination;
- b. Violation of local, state, or federal law;
- c. Dishonesty;
- d. Falsification of records or information;
- e. Falsification of job application or references;
- f. Working under the influence of intoxicants or illegal drugs, including legal drugs that are used in an unauthorized manner or by an unauthorized person;
- g. Unlawful harassment including sexual harassment;
- h. Unsatisfactory job performance;
- i. Unprofessional conduct in relation to parents, students, other staff, or visitors to the School or school event;
- j. Breach of professional ethics;
- k. Inability to work co-operatively with supervisors, peers, or subordinates;
- l. Violation of employer rules;
- m. Habitual tardiness, excessive tardiness, or absence from work or from employee's work area;
or
- n. Disclosure of confidential information.

The School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment for employee violations of these conduct guidelines. The policy of progressive discipline in no way limits or alters the at-will employment relationship.

803 Dismissal

The circumstances leading to the release of an employee will be documented, reviewed with the diocesan Director of Human Resources before any contact with the employee, and approved by the Principal and Pastor (see policy 902.2). See policy 804 regarding Due Process.

804 Due Process Procedure

A regular full-time or part-time employee who believes that his/her employee rights have been violated may invoke his/her due process rights as specified in diocesan policy AH policies 3297 "Employee Due Process Procedure" and 3298 "Binding Arbitration." These due process procedures are the sole and exclusive remedy for any and all disputes arising out of or related to employment.

A due process grievance shall not be a question regarding an interpretation of whether the lifestyle, personal time activity, or professional conduct of the employee is at variance with Catholic doctrine or the moral precepts of the Catholic Church. All parties agree that the interpretation of whether the lifestyle, personal time activities, or professional conduct of the employee is at variance with Catholic doctrine or the moral precepts of the Catholic Church shall be determined solely and finally by the Bishop of the Diocese of Fresno and his authorized delegates.

900 TERMINATION & PLANNED LAYOFF

901 Termination

Termination is the end of employment (see policy 102). Termination may be the result of dismissal (see policy 803). Termination is to be treated in a confidential, professional manner by all concerned. See policy 906 regarding Appeal of Termination.

Terminated employees are not granted severance pay but will be paid for any earned pay and accrued vacation on the day of termination. No payment will be made for any accrued but unused paid sick leave.

902 Types of Termination

Termination from school employment usually occurs through one of the following actions:

902.1 Resignation: Voluntary Termination By the Employee

Employees who resign are those who choose to terminate their employment with the School (see policy 102).

Employees who voluntarily resign are encouraged to provide the School with at least two weeks notice which includes the reasons for resignation and the date of termination.

Employees who fail to report to work for three consecutive working days without notifying the Principal will be considered as having voluntarily resigned from employment. See policy 603.1 "Notification of Absence."

902.2 Dismissal: Termination By the School

Any NCT may be terminated at any time, with or without cause, at the sole and absolute discretion of the School (see policy 102).

The final paycheck will be issued on the day of termination. See policies 803 and 906 regarding Dismissal and Appeal of Termination.

902.3 Termination By the School For Reduction in Work Force or Elimination of a Position

When a reduction in force is necessary or when positions are eliminated, the School will in its sole discretion identify the employees to be terminated. At its discretion, the School may use any one or more of the following factors to determine who should be terminated: work requirements; employees' abilities, experience and skills; employees' potential for reassignment within the organization; length of service.

At its discretion, the School may give two weeks' notice to the terminated employee, or substitute two weeks' severance pay in lieu of notice. The final paycheck will be issued on the day of termination. See policy 906 regarding Appeal of Termination.

903 Planned Layoff: Periodic Cessation of a Position

Certain School positions may be designed with periods of planned annual layoff due to the School's decision to temporarily discontinue a position while school is not in session. NCTs are on unpaid planned layoff on days the school's academic program is not in session (e.g., school holidays, Christmas and Easter breaks, summer vacation, etc.).

The School shall extend to regular NCTs on planned layoff the health insurance benefit. During the layoff period, the employee's health insurance premium payment for dependent coverage must be received by the School on the 20th of each month to continue dependent coverage for the following month. Failure to pay the dependent premium cost will result in the cessation of dependent health coverage at the end of the month. Employees who will be on planned layoff in the future may elect to withhold the upcoming dependent premium costs from their payroll.

904 Termination Authority

Termination authority rests with the Pastor of the School in consultation with the school's Principal and the diocesan Director of Human Resources.

905 Final Paycheck

The final paycheck of a resigning NCT (see policy 902.1) who has given notice of at least three working days will be available to the employee on his/her last day of work. When an employee resigns from employment without notice or notice is less than three working days, the final paycheck will be available to the employee within three working days of the termination notice.

The NCT must surrender all keys and any other School property in his or her possession.

906 Appeal of Termination

The NCT, by his or her acceptance for employment or continued employment by the School agrees that in the event of such disputes, he or she and the School agree to submit the matter to the employee due process procedures (see policy 804). The employee agrees that such due process procedures shall be the exclusive forum for any dispute arising out of termination.

The provisions above regarding the due process procedures and arbitration in the event of termination represent the final, express and complete agreement between the School and its employees regarding the terms and conditions of employment. Such terms and conditions may only be modified or changed in writing by the Roman Catholic Bishop of the Diocese of Fresno.

907 Reinstatement of Employment

NCTs who are terminated by the School under policy 902 and then reemployed by the School or any other School in the Diocese of Fresno will lose their original anniversary date and be assigned a new date corresponding to their first day on the job after re-employment. The School, at its sole discretion, may choose to reinstate a past employee to employment with his/her original anniversary date based on the circumstances involved in the termination.

NCTs who are reinstated by the School after planned layoff (see policies 903) will retain their original anniversary date, if they are reinstated before the planned layoff expires.

908 Disposition of Benefits Upon Termination

All employee benefits are automatically canceled on the employee's effective date of termination of employment. Disposition of benefit plans for employees terminated are as follows:

- a. Employees Retirement Income Plan: Any employee separating from the Diocese of Fresno will be referred to Diocesan Director of Human Resources for counseling regarding available retirement and vesting privileges, if appropriate.
- b. Group Life Insurance: Group life insurance coverage ends on the last day worked.
- c. Group Medical Insurance: Health care benefits for the employee and, if applicable the employee's dependents, terminate on the last day of the month of the employee's termination unless election is made to continue coverage by the employee.

DIOCESE OF FRESNO RECEIPT OF NCTM ACKNOWLEDGMENT

This is to acknowledge that I have received a copy of the Diocese of Fresno, NCTM and understand that it contains important information on the Diocese's general personnel policies and on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to Diocesan policies and will familiarize myself with the material in the manual. I understand that I am governed by the contents of the handbook and that the Diocese may change, rescind, or add to any policies, practices, or benefits described in the manual from time to time in its sole and absolute discretion with or without prior notice. The Diocese will advise employees of material changes within a reasonable time.

FOR REGULAR FULL, PART-TIME, INTRODUCTORY AND CAUSAL NCTS: I understand that employment is "at-will", which means that employment is for an unspecified period of time and that either the employer or I may terminate employment at any time with or without cause or notice (see policies 102 and 902 and following).

FOR TEMPORARY NCTS: I understand that employment is temporary and only for a specified period of time and employment is "at-will, which means that either the employer or I may terminate employment at any time with or without cause or notice.

DISPUTES ARISING DURING EMPLOYMENT: I understand that the exclusive remedy for any dispute arising out of the employment relationship between the employer and the employee shall be the Diocesan due process procedures (see policy 804) to the extent permitted by law. The due process procedures include binding arbitration at Level Four. Employment disputes submitted for binding arbitration shall be done so pursuant to the provisions of the Federal Arbitration Act (9 U. S. C. Section 1 and following), if applicable, or the provisions of Title 9 of Part III of the California Code of Civil Procedure beginning at Section 1280, or any later successor or replacement statutes.

Disputes arising out of the employment relationship shall include all events occurring between the Employer and the Employee during the employment relationship, including the termination of the employment relationship for any reason. By agreeing to arbitrate these disputes, the Employer and Employee are waiving the right to a jury trial on these issues.

The Employer and Employee agree that the arbitration provision of the due process procedures shall apply whether the dispute involves a cause of action in contract or in tort or is based on any other legal theory or statute, including, but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act or any other federal, state or local act or statute.

The only disputes between Employer and Employee that shall not be subject to final and binding arbitration are claims and disputes under the California workers' compensation laws, the California unemployment insurance laws and the Uniform Trade Secrets Act.

Arbitration shall be conducted pursuant to the Employment Dispute Resolution Rules and Regulations of the American Arbitration Association. Any request for arbitration must be made in writing within the limitations period pertaining to the asserted claim or claims.

Either the Employer or the Employee may bring an action in court to compel arbitration under this arbitration provision and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any dispute subject to arbitration.

The Employer and Employee shall be entitled to discovery sufficient to adequately arbitrate their claim, including access to essential documents and witnesses, as determined by the arbitrator(s) and subject to limited judicial review pursuant to California Code of Civil Procedure section 1286.2. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California, or federal law, or both, as applicable to the claim or claims asserted. The arbitrator shall issue a written decision that will provide the essential findings and conclusions on which any award is based. The arbitration shall be final and binding upon all the parties and shall be enforceable to the extent permitted by law. Unless the arbitrator orders otherwise, each party shall be responsible for compensating their attorneys and witnesses and bearing any other costs incurred by them.

The Employer shall be responsible for the cost of the arbitration, hearing room and official transcript.

I specifically understand and agree that the *Diocese of Fresno Non-Contracted Teacher Manual for Catholic Schools* contains all the terms relating to termination of employment and that no representations have been made or may be made contrary to the foregoing, either express or implied, unless by written agreement by the Bishop. I also agree that the due process procedure as described in policy 804 shall be the exclusive forum for any dispute arising out of termination.

Any offer of employment, and continued employment, is contingent upon receipt of the signed and dated acknowledgment of receipt of the NCTM as it is described here.

Signed: _____ **Date:** _____

Print Name: _____