



TO: All Principals
FROM: Karen Tarabochia, Assistant Superintendent/Personnel
RE: **Employment Issues**
DATE: February 2010

At this time of year, you will be addressing several important employment issues. The following remarks are intended as reminders of some practices that assure that our actions are just and legal.

HIRING PROCEDURES

Notification to Employee

As indicated in the hiring timeline, March-April is the time in which principals begin conversations with employees for the coming year. However, the conversation and notification should occur, no later than **May 15th**. In order to comply with the requirements of Catholic Mutual, our insurance company, it is necessary to discuss any intention to terminate or discharge an employee with me **PRIOR** to informing the employee. I, in return, must present your case to our Archdiocesan attorney to safeguard against wrongful termination. Please remember to go through this office when wishing to speak with the attorney. We have been notified that failure to follow this procedure would eliminate any obligation on the part of our insurance company to cover a wrongful termination claim. (Catholic Mutual provides a maximum of \$100,000 for **ALL** wrongful termination claims brought against the Archdiocese in a given year. Once that amount has been paid in claims, the parish would have to assume all costs.)

Contracts

1. By **May 15th** certified employees should sign contracts for the coming year. Any certified employee who has not been notified of non-renewal prior to this date is guaranteed a contract. **ONLY CERTIFIED STAFF SIGN CONTRACTS.**
2. In filling out the contract, please be sure all days on which teachers are expected to be at work are included in the number of days covered by the contract. If your faculty has two August inservice days, attends the Archdiocesan Professional Day and has a retreat day during the year, then those days must be included in the number of days indicated in the contract addition to the teaching days.

Letters of Agreement

All non-certified staff members should sign a letter of agreement. Samples of these may be found in the Appendix of the Policy and Procedure Manual. A letter of agreement does not have an end date, but it does indicate the beginning date of the agreement and the rate of pay. A letter of agreement is issued only at the time of initial employment. In subsequent years, give each non-certified employee a simple memo indicating any change in pay rate and the day it will begin, and keep note on the back of the original letter of agreement.

Listing Openings

It is strongly recommended that all vacancies be open-listed. If you plan to hire internally, list the position internally. Give consideration to all who apply. If the position will be filled outside the current school employees, please list the all your positions on AppliTrack (additionally consider your school newsletter and Sunday bulletin) As is stated in our policy handbook, we uphold the values of the EEOC and strive to provide equal opportunity to all who seek employment. Many problems and potential lawsuits can be avoided by open listing. You are not required to interview everyone who applied for the position, but you should select and interview candidates from among the best qualified of the applicants.

INTERVIEWING APPLICANTS

Interviewing

1. In conducting interviews, keep this in mind: If you do not need to know, do not ask. If you learn something in an interview that could be harmful to the person and you do not hire that candidate, it is very difficult to prove that your decision was not based upon harmful information.
2. Keep a copy of the interview questions that you use. While you will occasionally deviate from this list of questions, it should demonstrate your professional effort to hire qualified employees.
3. Have a job description for each position for which you interview. This provides an objective basis upon which the candidate can determine if she/he is qualified for the position.
4. Check the reference provided by the candidate. Document that you have checked them. Keep this documentation as an indication of your professional effort to hire qualified candidates. (A school in our Archdiocese was recently hailed as an example of good hiring practices when the school was successful in refuting a negligent hiring claim. The school was able to produce both documentation of good interview questions and thorough reference checks.)
5. Do not believe everything you read. Recent studies show that job applicants often put false accomplishments on their resumes. Require documentation including credentials and college transcripts.
6. Interview questions you can ask:
 - a. Are you able to do the job related activities listed on the job description?
 - b. Can you perform the essential functions of this job with or without reasonable accommodations?
 - c. Can you meet the attendance requirement of this job?
 - d. What particularly makes you a good candidate for this job?
7. Interview questions you cannot ask:
 - a. How old are you? When did you graduate from high school?
 - b. Do you have any disabilities that would prohibit you from performing the fundamental duties of this job?
 - c. Have you ever been arrested? (This is different from convictions.)
 - d. How many sick days did you use on your last job?
 - e. Are you married? Do you have children? Are you single?

GIVING REFERENCES

Often an employee will list your school, and possibly your name, as a reference for his/her next job. Employers, in this age of litigation, wonder what they can say. As the previous employer, you are qualifiably protected. That is, on a need to know basis, you may give factual information about the previous employee. Stick to the facts, good or bad, and you will not be found liable. Opinions or impressions cannot be given.