

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 301**

**Personnel Policies**

**All Personnel**

While the Diocese of Davenport and Diocesan entities are independent corporations, we are unified by our call to live the Gospel of Jesus Christ by sharing our concern for the welfare of our employees and volunteers.

Each local Board of Education has the right and responsibility to hire paid staff to do the work of the school because each Diocesan Entity is a separate legal corporation. The board /pastor shall hire the principal and the principal, in turn recommends all other personnel for schools to the board for approval.

The board must approve all contracts for new hires, work agreements or statements of assignment and benefits, whichever is used for the various classes of personnel before they become official.

The Finance Office of the Diocese of Davenport has established a *Staff Handbook for Diocesan Entities in the Diocese of Davenport*. This handbook serves as a **template for modification** for each Diocesan Entity. All personnel policies shall reflect the Gospel values, the mission, philosophy and goals of the school and of Catholic education as a whole. Information that is required for each Diocesan Entity is in **bold text**, other than headings. The handbook covers the following employment topics:

- Conditions of Employment
- Employees Benefits
- Performance Evaluation
- Staff Guild lines
- Safety and Security

Policy Adopted: March, 2007

Policy Revised: May 17, 2010

Policy Revised: December 2015

Policy Amended: October 25, 2018

Policy Reviewed: February 28, 2019

Policy Promulgated: July 29, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 302**

**Certification**

It shall be the policy of the Diocesan Board of Education that teachers of grade-level religion (regardless of number of hours), counselors, administrators, and full-time teachers in the Catholic School must be compliant with the Diocesan Lay Formation Plan at the Basic Formation level within the first three years of employment. Part-Time teachers who do not teach grade-level religion must be compliant with the “What is Ministry?” component within the first two years of employment.

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 303**

**CONTRACT AND CERTIFICATION**

It shall be the policy of the Diocesan Board of Education that, after local board approval, all paid administrators and teachers in the schools be placed on contract, and submit required evidence of certification/licensure to the appropriate authority.

In addition, the teacher must possess or be eligible to obtain an Iowa teaching license/certificate with the necessary endorsement(s) for the grade levels and/or subject(s) taught, prior to being placed on a contract.

Probationary contracts will be used for the first three years of a teacher's employment and the first two years of an administrator's employment.

By July 1<sup>st</sup> or prior to a teacher or administrator receiving compensation, each school administrator (president/principal) shall present evidence to their local board of education:

- That all contracted teachers hold a valid Iowa teacher's license and any applicable certification, with a copy on file at the school
- That a copy of the administrator's license, contract and resume/curriculum vitae has been submitted to the Office of Catholic Schools
- That all school employees and volunteers are compliant with the [Diocesan Safe Environment Requirements](#), as set forth by the Office of Safe Environment

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 303.1**

**Probationary Principal Contract**

This agreement is entered into between \_\_\_\_\_  
(hereafter designated as the employer) and \_\_\_\_\_  
(hereafter designated as the employee).

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **RESPONSIBILITY.** The employee represents that the employee is qualified to fulfill the professional services required in this contract, and that a copy of certificates, qualifications, transcripts, or other required documents are on file in employer's administrative offices.
2. **TERM.** The term of this contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ and includes \_\_\_\_\_ days of service. Specifically, the agreement is for services rendered from \_\_\_\_\_ to \_\_\_\_\_ with payments from \_\_\_\_\_ to \_\_\_\_\_.
3. **DUTIES.** The employee promises to support and model the Catholic mission and philosophy of the school, the policies and regulations of said employer and the Board of Education of the Diocese of Davenport, and will faithfully perform the duties of \_\_\_\_\_ as stated in the job description. Employee will observe the policies, regulations and directives of the Diocese, the local Board of Education, the State Department of Education (with the understanding that when applicable the Faith Formation Guidelines is overriding), and abide by the policies and procedures specified in the Diocesan and local school/parish **handbooks**.
4. **COMPENSATION.** The employer shall pay the employee a salary of \$ \_\_\_\_\_ a year, payable in \_\_\_\_\_ equal (semi-monthly, monthly) installments, less the deductions which are either required by law or authorized under the terms of this contract. Compensation for less than a full year of service will be based on the percentage of days served less any allowed deductions. Unauthorized or leave exceeding that allowed by contract and benefits attachment shall be without pay and may affect job performance reviews.
5. **BENEFITS.** The following benefits shall be provided by the employer: (If using an attachment note that here e.g. see Attachment 1).
6. **DISCHARGE.** The employer shall have the right to discharge, or temporarily suspend the employee during the term of this contract for reason, which may include, but not limited to:
  - a. inefficiency or incompetence;
  - b. insubordination;
  - c. disability, as shown by medical evidence resulting in an inability to teach effectively;
  - d. immoral conduct as identified in Policies for Faith Formation and Education Programs series 365.



7. **BREACH OF CONTRACT.** If principal terminates this agreement prior to the expiration date, the principal maybe required to pay an amount not to exceed \_\_\_\_\_ for associated costs. Principal recognizes the disruptive effect of this breach and will make every effort to continue administrative duties until a suitable replacement is obtained.
8. **AGREEMENT.** This contract is the entire agreement between the employer and the employee and extends for only this term. Issues and timelines related to future contracts are governed by Policies for Faith Formation and Education Programs. This contract supersedes all prior written or oral agreements; there are no agreements outside of the contract other than those as specifically set forth herein; and this contract may not be amended, changed, modified or altered without the written consent of both the employer and the employee.

This contract must be signed and returned by \_\_\_\_\_.

**IN WITNESS WHEREOF,** the parties hereto have affixed their signatures on the date set forth opposite their signatures.

\_\_\_\_\_  
Official title of corporation (parish/school institution)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Pastor or Canonical Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Principal

\_\_\_\_\_  
Date

Policy Adopted: March 15, 1989  
Policy Revised: June 5, 2002  
Policy Reviewed: May 17, 2010  
Policy Revised: December 2015  
Policy Reviewed: October 2019  
Policy Promulgated: October 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**FORM 303.1A**

**PRINCIPAL CONTRACT**

This agreement is entered into between \_\_\_\_\_  
(hereafter designated as the employer) and \_\_\_\_\_  
(hereafter designated as the employee).

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1. RESPONSIBILITY.** The employee represents that the employee is qualified to fulfill the professional services required in this contract, and that a copy of certificates, qualifications, transcripts, or other required documents are on file in employer's administrative offices.
- 2. TERM.** The term of this contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ and includes \_\_\_\_\_ days of service. Specifically, the agreement is for services rendered from \_\_\_\_\_ to \_\_\_\_\_ with payments from \_\_\_\_\_ to \_\_\_\_\_.
- 3. DUTIES.** The employee promises to support and model the Catholic mission and philosophy of the school, the policies and regulations of said employer and the Diocesan Board of Education, and will faithfully perform the duties of \_\_\_\_\_ as stated in the job description. Employee will observe the policies, regulations and directives of the Diocese, the local board of education, the State Department of Education, and abide by the policies and procedures specified in the Diocesan and local school/parish handbooks.
- 4. COMPENSATION** The employer shall pay the employee a salary of \$ \_\_\_\_\_ a year, payable in \_\_\_\_\_ equal (semi-monthly, monthly) installments, less the deductions which are either required by law or authorized under the terms of this contract. Compensation for less than a full year of service will be based on the percentage of days served less any allowed deductions. Unauthorized or leave exceeding that allowed by contract and benefits attachment shall be without pay and may affect job performance reviews.
- 5. BENEFITS.** The following benefits shall be provided by the employer: (If using an attachment note that here (e.g. See Attachment A).

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

- 6. DISCHARGE FOR CAUSE.** The employer shall have the right to discharge, or temporarily suspend the employee during the term of this contract, for just cause as defined and provided for in the Diocesan Educators' Handbook and Local Handbook or policies of the employer. In the absence of such definition, "just cause" shall mean violations of the terms and conditions of this employment contract (which would include Diocesan and Local Handbooks and policies), or performance, conduct or behavior on the part of the employee which, in the opinion of the employer, adversely affects the desirability of continued employment in a Catholic School. The employee shall be entitled to earn salary to the termination date on a per diem basis.
- 7. BREACH OF CONTRACT.** If the principal terminates this agreement prior to the expiration date, the teacher may be required to pay an amount not to exceed \_\_\_\_\_ for associated costs. The principal recognizes the disruptive effect of this breach and will make every effort to continue administrative duties until a suitable replacement is obtained.
- 8. AGREEMENT.** This contract is the entire agreement between the employer and the employee and extends for only this term. Issues and timelines related to future contracts are governed by the *Handbook for Diocesan Catholic Schools*. This contract supersedes all prior written or oral agreements; there are no agreements outside of the contract other than those as specifically set forth herein; and this contract may not be amended, changed, modified or altered without the written consent of both the employer and the employee.

This contract must be signed and returned by \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the date set forth opposite their signatures.

\_\_\_\_\_  
Official Title of Corporation (Parish/School Institution)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Pastor or Canonical Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Local Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Principal

\_\_\_\_\_  
Date

Policy Adopted: March 15, 1989

Policy Revised: June 5, 2002

Policy Reviewed: May 17, 2010

Policy Revised: December 2015

Policy Reviewed: October 2019

Policy Promulgated: October 17, 2019

**DIOCESE of DAVENPORT  
BOARD OF EDUCATION**

**POLICY 303.2**

**Probationary Teacher Contract**

This agreement is entered into between \_\_\_\_\_ (hereafter designated as the employer)  
and \_\_\_\_\_ (hereafter designated as the employee).

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **RESPONSIBILITY.** The employee represents that the employee is qualified to fulfill the professional services required in this contract, and that a copy of certificates, qualifications, transcripts, or other required documents are on file in employer's administrative offices.
2. **TERM.** The term of this contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ and includes \_\_\_\_\_ days of service specifically the agreement is for services rendered from \_\_\_\_\_ to \_\_\_\_\_ with \_\_\_\_\_ payments from \_\_\_\_\_ to \_\_\_\_\_.
3. **DUTIES.** The employee promises to support the Catholic mission and philosophy of the school, the policies and regulations of said employer and the Board of Education of the Diocese of Davenport, and will faithfully perform the duties of \_\_\_\_\_ as stated in the job description. Employee will observe the policies, regulations and directives of the Diocese, the local Board of Education, the State Department of Education (with the understanding that when applicable the Faith Formation Guidelines is overriding), and will know and abide by the policies and procedures specified in the Diocesan and local school/parish handbooks.
4. **COMPENSATION.** The employer shall pay the employee a salary of \$\_\_\_\_\_ a year, payable in equal (semi-monthly, monthly) installments, less the deductions which are either required by law or authorized under the terms of this contract. Components for less than a full year will be based on the percentage of days allowed less any deductions. Unauthorized or leave exceeding that allowed by contract and benefits attachment shall be without pay and may affect job performance reviews.
5. **BENEFITS.** The following benefits shall be provided by the employer: (If using an attachment note that her e.g. see Attachment 1).
6. **DISCHARGE.** The employer shall have the right to discharge, or temporarily suspend the employee during the term of this contract for reason, which may include, but is not limited to:
  - a. inefficiency or incompetence;
  - b. insubordination;
  - c. disability, as shown by medical evidence resulting in an inability to teach effectively;
  - d. immoral conduct as identified in Policy Handbook for Diocesan Catholic Schools Series 365.
7. **BREACH OF CONTRACT.** If teacher terminates this agreement prior to the expiration date, the teacher maybe required to pay an amount not to exceed \_\_\_\_\_ for associated costs. Teacher recognizes the disruptive effect of this breach and will make every effort to continue teaching until a suitable replacement is obtained.
8. **AGREEMENT.** This contract is the entire agreement between the employer and the employee and extends for only this term. Issues and timelines related to future contracts are governed by Policies for Faith Formation and Education Programs. This contract supersedes all prior written or oral agreements; there are no agreements outside of the contract other than those as specifically set forth herein; and this contract may not be amended, changed, modified or altered without the written consent of both the employer and the employee.

This contract must be signed and returned by \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the date set forth opposite their signatures.

Official title of corporation (parish/school institution)

By: \_\_\_\_\_  
(Signature) Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature) Pastor or Canonical Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature) Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature) Employee

\_\_\_\_\_  
Date

Policy Adopted: March 15, 1989  
Policy Revised: June 5, 2002  
Policy Reviewed: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: October 2019  
Policy Promulgated: October 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**FORM 303.2A**

**TEACHER CONTRACT**

This agreement is entered into between \_\_\_\_\_  
(hereafter designated as the employer) and \_\_\_\_\_  
(hereafter designated as the employee).

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1. RESPONSIBILITY.** The employee represents that the employee is qualified to fulfill the professional services required in this contract, and that a copy of certificates, qualifications, transcripts, or other required documents are on file in the employer's administrative offices.
- 2. TERM.** The term of this contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_  
\_\_\_\_\_ and includes \_\_\_\_\_ days of service. Specifically, the agreement is for services rendered from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ with payments from \_\_\_\_\_ to \_\_\_\_\_.
- 3. DUTIES.** The employee promises to support the Catholic mission and philosophy of the school, the policies and regulations of said employer and the Diocesan Board of Education, and will faithfully perform the duties of \_\_\_\_\_ as stated in the job description. Employee will observe the policies, regulations and directives of the Diocese, the local board of education, the State Department of Education and will know and abide by the policies and procedures specified in the Diocesan and local school/parish Handbooks.
- 4. COMPENSATION.** The employer shall pay the employee a salary of \$ \_\_\_\_\_ a year, payable in \_\_\_\_\_ equal (semi-monthly, monthly) installments, less the deductions which are either required by law or authorized under the terms of this contract. Compensation for less than a full year of service will be based on the percentage of days served less any allowed deductions. Unauthorized or leave exceeding that allowed by contract and benefits attachment shall be without pay and may affect job performance reviews.
- 5. BENEFITS.** The following benefits shall be provided by the employer: (If using an attachment note that here e.g. See Attachment A).

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

6. **DISCHARGE FOR CAUSE.** The employer shall have the right to discharge, or temporarily suspend the employee during the term of this contract for just cause, which may include, but is not limited to:

- a) Inefficiency or incompetence
- b) Insubordination
- c) Disability, as shown by medical evidence resulting in an inability to teach effectively
- d) Immoral conduct as identified in the *Handbook for Diocesan Catholic Schools* [Policy 365](#)

The employee shall be entitled to earn salary to the termination date on a per diem basis.

7. **BREACH OF CONTRACT.** If teacher terminates this agreement prior to the expiration date, the teacher maybe required to pay an amount not to exceed \_\_\_\_\_ for associated costs. Teacher recognizes the disruptive effect of this breach and will make every effort to continue teaching until a suitable replacement is obtained.

8. **AGREEMENT.** This contract is the entire agreement between the employer and the employee and extends for only this term. Issues and timelines related to future contracts are governed by the *Handbook for Diocesan Catholic Schools*. This contract supersedes all prior written or oral agreements; there are no agreements outside of the contract other than those as specifically set forth herein; and this contract may not be amended, changed, modified or altered without the written consent of both the employer and the employee.

This contract must be signed and returned by \_\_\_\_\_.

**IN WITNESS WHEREOF,** the parties hereto have affixed their signatures on the date set forth opposite their signatures.

\_\_\_\_\_  
Official Title of Corporation (Parish/School  
institution)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Pastor or Canonical Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Local Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Employee

\_\_\_\_\_  
Date

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 310**

**PRINCIPAL APPOINTMENT - CONTRACT**

It shall be the policy of the Diocesan Board of Education that decisions regarding the contracting of the principal of an elementary or secondary school shall be determined by vote of the local board of education only after completing the [Process for Hiring Principals](#) established by the Office of Catholic Schools.

Policy Adopted: March 15, 1989  
Policy Revised: June 5, 2002  
Policy Reviewed: May 17, 2010  
Policy Revised: December 2015  
Policy Reviewed: October 2019  
Policy Promulgated: October 17, 2019



DIOCESE OF DAVENPORT  
BOARD OF EDUCATION

SERIES 300: ADMINISTRATION

PROCEDURE 320

**PRINCIPAL**

Procedures for recruiting, interviewing, and hiring a principal.

1. The local board of education will notify the Superintendent of Schools as soon as it is known that a new principal will be needed. The Superintendent of Schools will assist the board in the search for a principal.
2. The first step in the hiring process is that local board will review the principal's job description to ensure that expectations are reflected in that description.
3. Each local board of education will be responsible for recruitment and interviewing candidates. The Diocesan Superintendent of Schools will assist the local board with each step of the process. The board may establish sub committees to review resumes and select applicants to interview.
4. Recruitment and Interviews
  - a. The local board will decide to advertise in such places as *The Catholic Messenger*, Teach Iowa for principals and teachers and the NCEA website. They may choose to advertise in other Diocesan newspapers
  - b. All applicants for school positions will be directed to the board Chair's attention at the school's address.
  - c. The board Chair or Pastor will respond to those interested applicants by sending a job description and application form.
  - d. Request transcript of credits, resume and references for each applicant for a principal position.
  - e. A sub-committee of the board may be used to study materials received and conduct personal interviews with promising candidates or the board as a whole may select candidates for interview and interview candidates for the position.
  - f. The Pastor, board chair, or Superintendent of Schools will follow up written references with telephone contacts.
  - g. The local board and pastor will establish an interview schedule to conduct interviews for the qualified applicants. The Superintendent of Schools will be present at interviews when his/her schedule permits. The board will decide who or what groups will be invited to participate in the interview process, mindful that the final decision is up to the local board and the Pastor.
  - h. If an interview subcommittee is used, they will recommend candidate(s) to the local board of education.
5. The local board of education should strive for consensus among members in choosing the principal. A vote of the majority of the board is required for board approval. Local by-laws may also require pastoral council approval. These approvals are recommendations to the final decision-maker which may be the pastor, canonical administrator or corporate board.
6. Adherence to the Diocesan [Policies Relating to Sexuality and Personal Behavior](#), including requirements for background checks must be ensured.

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 326**

**PRINCIPAL/PRESIDENT/HEAD OF SCHOOL/EVALUATION**

The main purpose of staff job appraisal/evaluation is the professional and spiritual growth of personnel in order to better form students as disciples and learners. Job appraisal/evaluation is developmental and growth-oriented. Each administrator will be actively engaged in the ongoing process of evaluation for purposes of their personal and professional growth. The evaluation process will 1) identify and support the individual's strengths, 2) identify the individual's growth needs, and 2) develop a plan for the individual's growth.

The content will reflect the individual's job description/expected competencies/Iowa's Leadership Standards (2021), as well as the individual's pre-established goals/objectives. A written record of the ongoing evaluation process shall be retained in the employee's personnel file and kept throughout the duration of employment at that school and at the Office of Catholic Schools. Employees may copy these records according to the locally established guidelines.

The local board will participate in the ongoing evaluation of the principal/president/head of school's skills, abilities, and competence. The Diocesan Superintendent or his/her designee, with an evaluator's endorsement, will use the tools and procedures approved by the Bishop or his designee and used by the Office of Catholic Schools. Administrators (Principal/President/Head of School) will be evaluated by the Superintendent or his/her designee. Principals who are part of a consolidated governance model will be evaluated by their President or Head of School. Assistant Principals will be evaluated by their Principal.

Each administrator will be evaluated using the principles outlined in the [Iowa Professional Development Model](#). The Diocesan Superintendent or his/her designee, will complete formal 1<sup>st</sup>, and 2<sup>nd</sup> year evaluations and every third year thereafter, using data provided minimally by the board, and other stakeholders as selected by the administrator. Administrators are expected to complete and engage with the Iowa Professional Development Plan each year of their employment. All evaluations are guided by a professional licensed evaluator from the Office of Catholic Schools or a designated evaluator determined by the Superintendent. The Office of Catholic Schools will meet periodically with administrators to assist in their professional development needs. The board chair and Pastor/Pastoral Coordinator may request from the Office of Catholic Schools an evaluation with stakeholder feedback in the years not scheduled if a substantial reason exists.

Policy Adopted: September 19, 2008  
Policy Amended: May 17, 2010  
Policy Revised: July 27, 2015  
Policy Revised: October 2018  
Policy Promulgated: October 17, 2019  
Policy Adopted: March 23, 2023

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 327**

**ADMINISTRATION**

**Religion Assessment Tool**

It shall be the policy of the Diocesan Board of Education that any Comprehensive Religion Assessment Tool used at the school be approved by the Office of Catholic Schools and the Diocesan Board of Education.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: September 28, 2018  
Promulgated: December 18, 2018

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 328**

**ADMINISTRATION**

**Supervision of Ongoing Faith Formation for Teachers**

Teachers in Catholic schools, whether Catholic or non-Catholic, shall receive consistent and ongoing professional enrichment. To make this possible, the administrator, is to arrange for ongoing faith formation for all teachers.

The Office of Faith Formation provides teacher formation opportunities and certification processes designed to provide formation, annual assessment, recognition, and support.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Revised: March 2007  
Policy Revised: May 17, 2010  
Policy Reviewed: July 27, 2015  
Policy Revised: July 11, 2019  
Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 330**

**Availability of Instructional Time for Students**

It shall be the policy of the Davenport Diocesan Board of Education that a copy of the instructional schedule and teacher assignments for the entire school be available on the local level for the Superintendent of Schools. A description of provisions within or outside the schedule for items such as co-curricular and extracurricular activities, announcements, etc. shall also be available on the local level to the Superintendent of Schools at the time a designated representative of the office visits the school.

Policy Adopted: March 22, 1988  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Reviewed: December 2015  
Policy Revised: October 2019  
Policy Promulgated: October 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 332**

**DISASTER AND CRISIS MANAGEMENT PLAN/PANDEMIC PLAN**

[Iowa Law](#) requires that each school has an Emergency Operations Plan that has been approved by the local board of education. All schools in the Diocese of Davenport must follow this [state law](#).

In addition, it shall be the policy of the Diocesan Board of Education that, for the safety and care of all program participants, each school includes in this plan measures for disasters and crisis management.

The Emergency Operations Plan is not a public document; however, all teachers and staff members must be aware of the plan. The plan should be reviewed annually and communicated to all appropriate external personnel and organizations.

The following provisions are to be included:

1. Emergency Phone Numbers for police, fire, poison control, medical/hospital, and utility companies.
2. Directions to be followed in case of a fire, natural disaster, weapons on property, hazardous material spill, medical emergency, intruder, bodily fluids, suicide, transportation accident, bomb threat, intruder, targeted school violence, etc. (Directions for fire and tornado drills need to be posted in each area.)
3. The Diocesan [Policies Relating to Planning for Seasonal and Pandemic Influenza \(and other Infectious Disease Outbreaks\)](#).
4. Arrangements for the use of some alternate facility, in case of the need to evacuate the facility in an emergency (fire, gas leak, etc.).
5. A listing by name, position and phone number of specific persons who will assume various tasks in emergencies, e.g. contact authorities and pastor, secure access to alternate facility if need be, deal with participants and parents, deal with press, deal with staff members, etc.
6. Developing a relationship with local law enforcement.

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 334**

**SEXUAL OFFENDER NOTIFICATION**

It shall be the policy of the Diocesan Board of Education that all principals register for the [Iowa Sex Offender Registry e-mail notification](#) and, if along state borders, the equivalent in the border state(s). Principals/Pastors may use this information to raise awareness within the community, if deemed necessary.

There is a [diocesan procedure](#) that applies to sex offenders who are members of a parish or school community.

Iowa Sex Offender Website

Policy Adopted: July 7, 2001  
Policy Revised: June 5, 2002  
Policy Revised: October 15, 2009  
Policy Amended: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: September 10, 2019  
Policy Promulgated: September 13, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 350**

**ROLE OF PRINCIPAL**

It shall be the policy of the Diocesan Board of Education that each elementary and secondary school comply with the State of Iowa law and accreditation standards regarding the employment of a certified, licensed principal.

The principal shall be available to devote the entire school day to the duties of the principal. If the local board of education and the principal believe there is some reason why this policy should not be followed, permission must be granted from the Superintendent of Schools.

The principal serves as the day-to-day administrator of the school, and leads the school's religious, academic, and operational programs.

The principal shall approve any school-sponsored social activity. All social activities must be in accord with the mission, vision, and goals of the school and the tenets of the Protecting God's Children program.

The athletic program of the school must be administered by a certified coach and is at all times subject to the control of the school's principal. Athletic programs not administered by a certified coach are considered to be parish-based and are subject to the control of the parish, not the school.

The principal is ultimately responsible for the content of all school publications. The principal shall appoint a staff moderator who is responsible for the supervision of the publications.

The Principal is responsible for making recommendations to the local board of education regarding the hiring, appointing, directing, and discharging of school employees within the limits of the employee regulations authorized by local governing documents and Diocesan policy. The local board must either affirm or reject those recommendations.



**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 353**

**ADMINISTRATION**

**Assistant Principal or Building Coordinator**

It shall be the policy of the Diocesan Board of Education that the principal of each elementary and secondary school shall secure the appointment of an assistant principal or one or more who is to assume the role of principal temporarily in the absence of the principal (e.g. Teacher in charge). The chain of and change in command must be identified and published so that all will know who is to assume the role of principal in his/her absence. The Superintendent of Schools shall be notified of an anticipated or current absence of more than a week during the school year for personal, medical or bereavement.

A job description shall be written and utilized in order to best serve the needs of all involved.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Amended: October 25, 2018  
Policy Reviewed: February 28, 2019  
Policy Promulgated: July 29, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 354**

**Teaching staff and all other Personnel**

It shall be the policy of the Diocesan Board of Education that the principal of each elementary and secondary school shall secure and recommend appointment of all teachers and other personnel necessary to operate a fully functioning Catholic school to the local Pastor or board for approval.

The hiring procedures for hiring teachers in the Diocese of Davenport shall be contained in policy 402.

A job description shall be written and utilized in order to best serve the needs of all involved. It is the responsibility of the principal to establish the work assignments of each of the members of the staff.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Amended: October 25, 2018  
Policy Reviewed: February 28, 2019  
Policy Promulgated: July 29, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 360**

**ADMINISTRATION**

**Contract Renewal/Non-Renewal**

All employees of the schools are considered “at will” employees with no continuing contract. Diocesan policy outlines two methods of termination, non-renewal and termination. The non-renewal procedure should be followed in cases where employees are still in their probationary period. Termination procedures will be followed for all non-probationary employees.

Administrators will be considered probationary for the first two years of employment with the individual school.

Teachers and professional staff shall be considered probationary for the first three years of employment. New teachers and professional staff with prior experience may have all but one year of their probationary period waived.

All support staff will be defined as probationary or not by the local staff handbook.

It shall be the policy of the Diocesan Board of Education that the immediate supervisor/supervisory body should notify an administrator on or before March 31<sup>st</sup> of the intent to renew or refrain from renewing the administrator’s contract for the next academic year. This intent must be in the form of a general letter of intent signed by the immediate supervisor/representative of the supervisory body that is delivered either by registered mail or in person

When dismissal is considered for a principal, the board president or pastor shall make contact with the diocesan superintendent. The diocesan superintendent will assist the pastor or board president in ensuring that all relevant civil laws, as well as Human Resources Policies of the Diocese of Davenport are followed.

When dismissal is considered for a teacher, the administrator shall make contact with the diocesan superintendent. The diocesan superintendent shall assist the administrator and board in ensuring that the dismissal follows civil laws, as well as Human resources Policies of the Diocese of Davenport.

Policy Adopted: March 22, 1988  
Policy Revised: June 5, 2002  
Policy Revised: June 6, 2008  
Policy Revised: January 26, 2012  
Policy Revised: December 2015  
Policy Revised: April 4, 2019  
Policy Promulgated: May 30, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 360.1**

**ADMINISTRATION**

**Non-Renewal Process**

Written notification that the administrator's contract will not be renewed shall be delivered to the administrator by registered mail or in person by the pastor/provost or by the chairperson of the local Board of Education. The notification should be signed by the pastor/provost and the chairperson of the local Board of Education.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Reviewed: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: December 13, 2018  
Promulgated: December 18, 2018

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 360.4**

**PERSONNEL**

**Due Process**

Due process is based on the belief that rights and freedoms cannot be abridged without justification and that persons in authority are responsible to protect the rights of those within their jurisdiction. In the Diocesan educational system, the preservation of rights and the resolution of disputes are protected through due process.

The employment of competent personnel within our educational system is a responsibility of the board of education that must be exercised on behalf of learners in our programs. The Diocesan educational system seeks to minimize the necessity for termination or non-renewal of an employee's contract by means of a positive program of staff recruitment and development. Initial preventive measures are taken whenever recruiters select personnel who have the qualities and competencies for professional growth. For all staff members, professional development is an expected way of life. Provisions are made by every level in the educational system to meet the professional needs of staff members in order that they, in turn, might more effectively meet the needs of students.

Though a board and its administrator need always be knowledgeable about due process, termination and non-renewal procedures, a thorough review of procedural steps is to be undertaken when termination or non-renewal becomes a possibility.

The detailed procedural steps that follow are intended as a practical guide to leaders in Catholic education, as they exercise their responsibility in justice and charity.

Policy Adopted: January 14, 1978  
Policy Revised: December 2, 1989  
Policy Reviewed: May 17, 2010  
Policy Reviewed: December 2015  
Policy Revised: April 4, 2019  
Policy Promulgated: May 30, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4a**

**PERSONNEL**

**Due Process: Growth/Evaluation of Teachers**

1. At the time of recruitment and contracting, inform the teacher in a general way of the established rationale and procedures for development, evaluations, and due process. Do this in the context of the individual's accountability for achieving the goals and objectives of the program and in relationship to the professional assistance given by instructional leadership at the local and diocesan levels.
2. Provide information on policies and procedures dealing with responsibilities, due process, termination, and non-renewal of contract.
3. Involve teachers regularly in assessing needs, in establishing goals and objectives, and in planning and evaluating educational programs.
4. Utilize constructive processes for staff improvement and evaluation within a climate of trust and communication. Professional assistance in achieving goals coupled with support and reinforcement also contribute to this climate.
5. Visit each teacher in his/her area of responsibility regularly using the established improvement and evaluation processes. Keep notes to insure objectivity and consistency in follow-through.

Regulation Adopted: February 2, 1978  
Regulation Revised: July 7, 1984  
Regulation Revised: December 6, 1986  
Regulation Revised: August 15, 2006  
Regulation Revised: May 17, 2010  
Regulation Reviewed: December 2015  
Regulation Revised: July 11, 2019  
Regulation Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4b**

**PERSONNEL**

**Due Process: Non-renewal of Teacher Contracts (For Use with Probationary Teachers)**

Consecutive Procedural Steps to Ensure Due Process. Non-renewal of Teacher Contract at End of School Year

In the case of a priest or religious, contact the Office of Catholic Schools for assistance in identifying proper ecclesiastical channels and procedures.

**September - February**

1. The administrator maintains the personnel file of each teacher, which includes teacher evaluations and any other documentation related to the concerns.
2. The administrator meets with and notifies the teacher\* that non-renewal is a possibility. The administrator should offer the teacher a growth plan/expectation for improvement, which includes a statement that continued employment may depend on satisfactory progress. If offered, the teacher must sign the growth plan. The provision for a growth plan is waived when matters of serious nature are involved, prompting immediate action moving toward termination.

**Prior to midnight on March 31<sup>st</sup>**

3. Prior to midnight on March 31<sup>st</sup>, the administrator must meet with and notify the teacher that a recommendation for non-renewal of contract will be made to the board of education. At this meeting, the administrator will provide the teacher written notification of the teacher's right to a hearing before the board of education, the requirement to request such a hearing, the procedural safeguards to be afforded the teacher at the hearing, as set forth below, and the rationale or reason for non-renewal. This rationale or reason need not constitute "just cause". A copy of this written notification must be furnished to the board at least twenty (20) calendar days prior to the regular or special board meeting at which the hearing will be held.

Diocesan board acknowledges that circumstances demonstrating significant incompetence or moral scandal may arise that warrant immediate termination of a teacher at any time of the year. The teacher must still be afforded twenty (20) calendar days' notice prior to a hearing before the board of education.

4. If the teacher desires a hearing before the board, the teacher must so advise the administrator in writing within ten (10) calendar days of receipt of notice and provide a copy to the board president or designee.

**At Board meeting to consider termination**

5. At the hearing, the administrator recommends to the board in closed session that the teacher's contract should not be renewed and presents his/her reason or rationale in support of that recommendation. No audio/video recording of this closed session is permitted.
6. At this meeting, while in closed session, the teacher is entitled to be represented by counsel or a spokesperson and will be afforded the following rights:
  - a. To confront and question the administrator and any witness(es) testifying adversely to the teacher;
  - b. To present witnesses and evidence; and
  - c. To comment on the evidence presented and make a statement on his/her behalf.

The board may also desire to retain an attorney to facilitate the hearing.

A non-verbatim record of the hearing will be kept by the secretary to the board or, at the board's discretion, an individual who is not a board member will be retained to keep a non-verbatim record of the hearing.

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4b**

**PERSONNEL**

7. Copies of evidence and proceedings will only be shared with counsel, the teacher, board members, or the diocesan superintendent. Individual board members are not permitted to retain the copies of evidence and proceedings. Upon completion of the hearing, the board will dismiss all individuals, except for those board members with voting rights who were not witnesses at the hearing and legal counsel for the board. The board, while still in closed session, will then deliberate, and decide whether to accept or reject the administrator's recommendation or to take whatever other action it deems appropriate. The board must then move to open session and the decision made in closed session must be presented, voted upon and approved by a majority of board members, who were not witnesses at the hearing, at that open session before becoming effective. The teacher will be notified by the board president or designee in writing within thirty (30) calendar days. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

**Appeal**

8. The teacher may appeal the board's decision in writing by certified mail to the Diocesan Board of Education President setting forth the basis for the appeal. Appeal must be made within ten (10) calendar days of receipt of the board's decision. The appeal to the Diocesan Board of Education will be held in closed session and will be limited to argument on the record made at the hearing before the local board and the exhibits introduced into evidence at that hearing. The teacher is entitled to be represented by counsel or a spokesperson. The local board may also retain an attorney to prosecute the appeal to the Diocesan Board of Education. The Board of Education may question the teacher or the local board's representative; however, no new evidence will be presented or admitted. The Diocesan Board of Education will act by simple majority vote. The local board's decision will be sustained unless substantial rights of the teacher have been prejudiced because the local board's action is:
  - a. In violation of rules or procedures;
  - b. Unsupported by substantial evidence in the record made before the local board, when that record is viewed as a whole; or
  - c. Unreasonable, arbitrary or capricious, or characterized by a clearly unwarranted exercise of discretion.

The President of the Diocesan Board of Education or his/her designee will render the Board's decision in writing, to the teacher within thirty (30) calendar days of argument, affirming, rejecting, or modifying the decision of the local board. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

Regulation Adopted: February 2, 1978  
Regulation Revised: December 6, 1986  
Regulation Revised: August 15, 2006  
Regulation Revised: January 26, 2012  
Regulation Revised: December 2015  
Regulation Revised: April 4, 2019  
Regulation Promulgated: May 30, 2019



**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4c**

**PERSONNEL**

Termination of Teacher Contract during the School Year

\* In the case of a priest or religious, contact the Office of Catholic Schools for assistance in identifying proper ecclesiastical channels and procedures

**Continuing**

1. The administrator maintains a personnel file of each teacher, which includes teacher evaluations and other documentation related to the concerns.
2. The administrator meets with and notifies the teacher that performance and growth are unsatisfactory. The principal offers the teacher a growth plan/expectation for improvement, which includes a statement that continued employment may depend on satisfactory progress. The teacher must sign the growth plan. The provision for a growth plan is waived when matters of serious nature are involved, prompting immediate action moving toward termination.

**Prior to Midnight on March 31<sup>st</sup> and at least 20 days prior to the local board meeting to consider termination**

A teacher being considered for termination for the upcoming school year will be given written notice of the intent to terminate prior to midnight on March 31<sup>st</sup>.

3. The administrator meets with and notifies the teacher that performance and growth remain unsatisfactory and advises the teacher that a recommendation for termination of contract will be made in writing to the board specifying the date of that board meeting. At this meeting, the administrator will provide the teacher with written notification of his/her right to a hearing, the requirement to request such a hearing, the procedural safeguards to be afforded the teacher at the hearing as set forth below and the rationale or reason constituting "just cause" for the recommendation of termination. A copy of this written notification must be furnished to the board at least twenty (20) calendar days prior to the regular or special board meeting at which the hearing will be held. The recommendation for termination will set forth the specific grounds for recommending termination.
4. The Diocesan Board acknowledges that circumstances demonstrating significant incompetence or moral scandal may arise that warrant immediate termination of a teacher at any time of the year. The teacher must still be afforded twenty (20) calendar days' notice prior to a hearing before the local board of education.
5. If the case is severe, the administrator may summarily suspend the teacher from his/her teaching duties with pay, while continuing the procedural steps that follow. Summary suspension is done only after consultation with the Superintendent of Schools. The teacher must still be afforded twenty (20) calendar days prior to the board meeting.
6. If the teacher desires a hearing before the board, the teacher must so advise the administrator in writing within ten (10) calendar days of receipt of the notice and provide a copy to the board president or designee.

**At board meeting to consider termination**

7. The administrator recommends to the board in executive session that the teacher's contract should be terminated and presents his/her reason or rationale in support of that recommendation. No audio/video recording of this executive session is permitted.

8. At this meeting, while in executive session, the teacher is entitled to be represented by counsel or a spokesperson and will be afforded the following rights:
  - a. To confront and question the administrator and any witness(es) testifying adversely to the teacher;
  - b. To present witnesses and evidence; and
  - c. To comment on the evidence presented and make a statement on his/her behalf.

The board may also desire to retain an attorney to facilitate the hearing. A non-verbatim record of the hearing will be kept by the secretary to the board, or, at the board's discretion, an individual, who is not a board member, will be retained to keep a non-verbatim record of the hearing.

Copies of evidence and proceedings will only be shared with counsel, the teacher, board members, or the diocesan superintendent. Individual board members are not permitted to retain the copies of evidence and proceedings.

9. Upon completion of the hearing, the board will dismiss all individuals, except for those board members with voting rights who were not witnesses at the hearing and legal counsel for the board. The board while still in executive session will then deliberate and decide by majority vote whether to accept or reject the administrator's recommendation or to take whatever other action it deems appropriate. The board must then move to open session and the decision made in the executive session must be presented, voted upon, and approved by a majority of board members, who were not witnesses at the hearing, at that open session before becoming effective. The teacher will be notified by the board president or designee in writing within thirty (30) calendar days of the board's decision. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

### **Appeal**

10. The teacher may appeal the board's decision in writing by certified mail to the Diocesan Board of Education President setting forth the basis for appeal. Appeal must be made within ten (10) calendar days of receipt of the board's decision. The appeal to the Diocesan Board of Education will be held in executive session and will be limited to argument on the record made at the hearing before the local board and the exhibits introduced into evidence at that hearing. The teacher is entitled to be represented by counsel or a spokesperson. The local board may also desire to retain an attorney to prosecute the appeal to the Diocesan Board of Education. The Board of Education may question the teacher or the local board's representative; however, no new evidence will be presented or admitted. The Diocesan Board of Education will act by simple majority vote. The local board's decision will be sustained unless substantial rights of the teacher have been prejudiced because the local board's action is:
  - a. In violation of rules or procedures;
  - b. Unsupported by substantial evidence in the record made before the local board when that record is viewed as a whole; or
  - c. Unreasonable, arbitrary or capricious, or characterized by an abuse of discretion, or a clearly unwarranted exercise of discretion.

The President of the Diocesan Board of Education or his/her designee will render the Board's decision to the teacher in writing within thirty (30) calendar days of argument, affirming, rejecting or modifying the decision of the local board. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

Regulation Adopted: February 2, 1978

Regulation Revised: July 1984

Regulation Revised: December 6, 1986

Regulation Revised: December 2, 1989

Regulation Revised: August 15, 2006

Regulation Revised: January 26, 2012

Regulation Revised: December 2015

Regulation Amended: October 25, 2018

Regulation Reviewed July 11, 2019

Regulation Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**PROCEDURE 360.4D**

**DUE PROCESS: GROWTH/EVALUATION OF ADMINISTRATOR**

**PROCEDURE 360.4D DUE PROCESS: GROWTH/EVALUATION OF ADMINISTRATORS**

1. The Office of Catholic Schools implements policies of the Diocesan Board which call for the growth and development of the administrator. Local boards expect their administrator to participate in regular Inservice and workshops. Local boards shall budget funds for that purpose, but participation is not dependent upon the budgeting of such funds.
2. One source of in-service is participation in programs for administrators provided by the Diocesan Office of Catholic Schools. Other sources include area, state, and/or national workshops and conferences.
3. The local board will participate in an ongoing evaluation of the administrator's skills, abilities, and competence. The Diocesan Superintendent of Schools will do the summary evaluation for principals as outlined in Policy 326 for the Diocese of Davenport.
4. The administrator, through Diocesan Board Policies and handbooks, should be acquainted with Policy 364.4 Due Process and subsequent procedures.
5. Office of Catholic Schools staff will meet with administrators, individually and in groups, to assist their professional growth and personal development.

**Process Overview**

**Cycle Year One:**

- New Administrators: Diocese of Davenport Professional Development Plan (DoDPDP) and Administrator Performance Evaluation
- Veteran Administrators: Diocese of Davenport Professional Development Plan (DoDPDP)

**Cycle Year Two:**

- Iowa Professional Development Plan (DoDPDP) and extended input/walkthrough component

**Cycle Year Three:**

- Diocese of Davenport Professional Development Plan (DoDPDP)

Regulation Adopted: February 2, 1978  
Regulation Revised: July 1984  
Regulation Revised: December 6, 1986  
Regulation Revised: December 2, 1989  
Regulation Revised: August 15, 2006  
Regulation Revised: January 26, 2012  
Regulation Revised: December 2015  
Policy Amended: October 25, 2018  
Regulation Revised: July 11, 2019  
Procedure Promulgated: July 17, 2019  
Regulation Revised: March 23, 2023

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**Veteran Administrators (Cycle years 1 and 3)**

July/August	The administrator, with guidance from the Office of Catholic Schools evaluator, writes Diocese of Davenport Professional Development Plan goals and focuses on work aligned to the chosen standard(s).
August - April	The administrator and Office of Catholic Schools evaluator regularly discuss the progress of the Diocese of Davenport Professional Development Plan.
November	The administrator shares their goal with the local school board.
April/May/June	<p>The administrator and Office of Catholic School evaluator meet to discuss the DoDPDP.</p> <p>A determination is made as to if the administrator is meeting all 10 leadership standards at a developing level or higher.</p> <p>The DoDPDP is completed and signed by both parties.</p> <p>A copy of the signed DoDPDP is placed in the administrator's personnel file.</p> <p>The administrator shares their goal progress/reflection with the local school board.</p>

Regulation Adopted: February 2, 1978  
Regulation Revised: July 1984  
Regulation Revised: December 6, 1986  
Regulation Revised: December 2, 1989  
Regulation Revised: August 15, 2006  
Regulation Revised: January 26, 2012  
Regulation Revised: December 2015  
Policy Amended: October 25, 2018  
Regulation Revised: July 11, 2019  
Procedure Promulgated: July 17, 2019  
Regulation Revised: March 23, 2023

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**New Administrators (Cycle year 1)**

July/August	An initial meeting takes place to discuss the performance evaluation process. The administrator, with guidance from the Office of Catholic School evaluator, writes Diocese of Davenport goals and focuses on work aligned to the chosen standard(s).
August - April	The administrator and Office of Catholic School evaluator regularly discuss the progress of the DoDPDP.
November	The administrator shares their goal with the local school board.
Feb/March	<p>Input surveys are given to the school board and other stakeholders as determined by the administrator.</p> <p>School walkthrough is completed by the Office of Catholic School's evaluator.</p> <p>The administrator completes a self-assessment of the standards.</p> <p>The Office of Catholic School evaluator also completes an assessment of the standards.</p>
Apr/May/June	<p>The administrator and Office of Catholic School evaluator meets to discuss the DoDPDP and Administrator Performance Evaluation.</p> <p>A determination is made as to if the administrator is meeting all 10 leadership standards at a developing level or higher.</p> <p>The DoDPDP and Administrator Performance Evaluation is completed and signed by both parties.</p> <p>A meeting is held to discuss both documents with the pastor/pastoral coordinator and the school board president.</p> <p>A copy of the signed DoDPDP is placed in the administrator's personnel file and given to the pastor/pastoral coordinator and school board president.</p> <p>The administrator shares their goal progress/reflection with the local school board.</p>

Regulation Adopted: February 2, 1978

Regulation Revised: July 1984

Regulation Revised: December 6, 1986

Regulation Revised: December 2, 1989

Regulation Revised: August 15, 2006

Regulation Revised: January 26, 2012

Regulation Revised: December 2015

Policy Amended: October 25, 2018

Regulation Revised: July 11, 2019

Procedure Promulgated: July 17, 2019

Regulation Revised: March 23, 2023

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**All Administrators (Cycle year 2)**

July/August	The administrator, with guidance from the Office of Catholic School evaluator, writes DoDPDP goals and focuses on work aligned to the chosen standard(s).
August - April	The administrator and Office of Catholic School evaluator regularly discuss the progress of the DoDPDP.
September-March	Input surveys are given minimally to the school board and other stakeholders (as determined by the administrator).  School walkthrough is completed by the Office of Catholic School evaluator.
November	The administrator shares their goal with the local school board.
April/May/June	The administrator and Office of Catholic School evaluator meet to discuss the DoDPDP.  Input survey and school walkthrough data are included as part of the DoDPDP document.  A determination is made to determine if the administrator is meeting all 10 leadership standards at a developing level or higher.  The DoDPDP is completed and signed by both parties.  A meeting is held to discuss the DoDPDP with the pastor/pastoral coordinator and the school board president.  A copy of the signed DoDPDP is placed in the administrator's personnel file and given to the pastor/pastoral coordinator and school board president.  A brief review of the DoDPDP is given at a school board meeting. The administrator shares their goal progress/reflection with the local school board.

Regulation Adopted: February 2, 1978  
Regulation Revised: July 1984  
Regulation Revised: December 6, 1986  
Regulation Revised: December 2, 1989  
Regulation Revised: August 15, 2006  
Regulation Revised: January 26, 2012  
Regulation Revised: December 2015  
Policy Amended: October 25, 2018  
Regulation Revised: July 11, 2019  
Procedure Promulgated: July 17, 2019  
Regulation Revised: March 23, 2023

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**PROCEDURE 360.4E**

**DUE PROCESS: NONRENEWAL OF ADMINISTRATOR (FOR USE WITH A PROBATIONARY ADMINISTRATOR)**

In case of a priest or religious, the Office of Catholic Schools should be contacted for assistance in identifying proper ecclesiastical channels and procedures.

**September — February**

1. To ensure competency and consistency in accomplishing tasks the board may designate a responsible agent. This agent may be:
  1. Local board president;
  2. A board member or a committee of board members selected by the board; or
  3. Local board as a whole.

The responsible agent meets with the administrator and notifies the administrator that non-renewal of contract is a possibility. The board should offer the administrator a growth plan/expectation for improvement, which includes a statement that continued employment may depend on satisfactory progress. If offered, the administrator must sign the growth plan. The provision for a growth plan is waived when matters of serious nature are involved, prompting immediate action moving toward termination.

**If the board decides to proceed with non-renewal:**

**Prior to midnight on March 31:**

2. Prior to midnight on March 31<sup>st</sup>, the responsible agent of the board must meet with and notify the administrator that a recommendation for non-renewal of contract will be made to the board of education. At this meeting the responsible agent will provide the administrator written notification of the administrator's right to a hearing before the board of education, the requirement to request such a hearing, the procedural safeguards to be afforded the administrator at the hearing as set forth below and the rationale or reason for non-renewal. This rationale or reason need not constitute "just cause". A copy of this written notification must be furnished to the board at least twenty (20) calendar days prior to the regular or special board meeting at which the hearing will be held.

The Diocesan Board acknowledges that circumstances demonstrating significant incompetence or moral scandal may arise that warrant immediate termination of an administrator at any time of the year. The administrator must still be afforded twenty (20) calendar days' notice prior to a hearing before the local board of education.

3. If the administrator desires a hearing before the board, the administrator must so advise the board in writing ten (10) days after receipt of notice of non-renewal.

**At local board meeting to consider termination**

4. At the meeting, the responsible agent recommends to the board in executive session that the administrator's contract should not be renewed and the reasons or rationale in support of that recommendation. No audio/video recording of this executive session is permitted.
5. At this meeting, while in executive session, the administrator is entitled to be represented by counsel or a spokesperson and will be afforded the following rights:
  - a. To confront and question any witness testifying adversely to the administrator;
  - b. To present witnesses and evidence; and

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

c. To comment on the evidence presented and make statements in his or her behalf.

The board may desire to retain an attorney or spokesperson to facilitate the hearing and to present evidence as to why the administrator's contract should not be renewed. A non-verbatim record of the hearing will be kept by the secretary to the board or, at the board's discretion, an individual, who is not a board member, will be retained to keep a non-verbatim record of the hearing.

Copies of evidence and proceedings will only be shared with counsel, the administrator, board members, and/or the diocesan superintendent. Individual board members are not permitted to retain the copies of evidence and proceedings.

6. Upon completion of the hearing, the board will dismiss all individuals, except for those board members with voting rights who were not witnesses at the hearing and legal counsel for the board. The board, while still in executive session, will then deliberate and decide whether to accept or reject the recommendation or to take whatever other action it deems appropriate. The board must then move to open session and the decision made in executive session must be presented, voted upon, and approved by a majority of board members, who were not witnesses at the hearing, at that open session before becoming effective. The administrator will be notified by the board president or designee in writing within thirty (30) calendar days. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

**Appeal**

7. The administrator may appeal in writing by certified mail the board's decision to the Diocesan Board of Education setting forth the basis for the appeal. Appeal must be made within ten (10) calendar days of receipt of the local board's decision. The appeal to the Diocesan Board of Education will be held in executive session and will be limited to argument on the record made at the hearing before the local board and the exhibits introduced into evidence at that hearing. The administrator is entitled to be represented by counsel or a spokesperson. The local board may also retain an attorney to prosecute the appeal to the Diocesan Board of Education. The Diocesan Board of Education may question the administrator or the local board's representative; however, no new evidence will be presented or admitted. The Diocesan Board of Education will act by simple majority vote. The local board's decision will be sustained unless substantial rights of the administrator have been prejudiced because the local board's action is:
  - a. In violation of rules and procedures;
  - b. Unsupported by substantial evidence in the record made before the local board when the record is viewed as a whole; or
  - c. Unreasonable, arbitrary or capricious, or characterized by an abuse of discretion or clearly unwarranted exercise of discretion.

The President of the Diocesan Board of Education or his/her designee will render the Board's decision to the administrator in writing within thirty (30) calendar days of argument affirming, rejecting, or modifying the decision of the local board. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.



**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4f**

**PERSONNEL**

**Due Process: Administrator Termination (For Use with Non Probationary Administrators)**

**Consecutive Procedural Steps to Ensure Due Process**

In the case of a priest or religious contact the Office of Catholic Schools for assistance in identifying proper ecclesiastical channels and procedures

1. To ensure competency and consistency in accomplishing tasks the board may designate a responsible agent. This agent may be:
  - a. Board president;
  - b. A board member or a committee of board members selected by the board; or
  - c. Board as a whole.

**Continuing**

2. When the administrator's performance and growth are unsatisfactory, the responsible agent of the board meets with the administrator to express concerns and observations. The board may request a professional evaluation of the administrator by the Office of Catholic Schools.

The board offers the administrator a growth plan/expectation for improvement, which includes a statement that continued employment may depend on satisfactory progress. The administrator must sign the growth plan. The provision for a growth plan is waived when matters of serious nature are involved, prompting immediate action moving toward termination.

**Prior to midnight on March 31<sup>st</sup> and at least 20 days prior to board meeting to consider termination**

3. Prior to midnight on March 31<sup>st</sup>, the responsible agent meets with and notifies the administrator that performance and growth remain unsatisfactory, and advises the administrator that a recommendation for termination of contract will be made in writing to the board. At this meeting the responsible agent will provide the administrator with written notification of his/her right to a hearing, the requirement to request such a hearing, the procedural safeguards to be afforded the administrator at the hearing as set forth below and the rationale or reason constituting "just cause" for the recommendation of termination. A copy of this written notification must be furnished to the board at least twenty (20) calendar days prior to the regular or special board meeting at which the hearing will be held. The recommendation for termination will set forth the specific grounds for recommending termination.
4. The Diocesan Board acknowledges that circumstances demonstrating significant incompetence or moral scandal may arise that warrant immediate termination of an administrator at any time of the year. The administrator must still be afforded twenty (20) calendar days' notice prior to a hearing before the board of education.
5. If the case is severe, the board will summarily suspend the administrator from his/her duties with pay while continuing the procedural steps that follow. Summary suspension is done only after consultation with the Office of Catholic Schools. The administrator must still be afforded twenty (20) calendar days prior to the board meeting.
6. If the administrator desires a hearing before the board, the administrator must advise the board in writing within ten (10) calendar days of receipt of the notice.

**At board meeting to consider termination**

7. At the meeting, the responsible agent recommends to the board, in executive session, that the administrator's contract be terminated and states the reason or rationale for this recommendation. No audio/video recording of this executive session is permitted.

8. At this meeting, while in executive session, the administrator is entitled to be represented by counsel or a spokesperson and will be afforded the following rights:
  - a. To confront and question any witness(es) testifying adversely to the administrator;
  - b. To present witnesses and evidence; and
  - c. To comment on the evidence presented and make a statement on his/her behalf.
9. The board may also desire to retain an attorney or spokesperson to facilitate the hearing. A non-verbatim record of the hearing will be kept by the secretary to the board or, at the board's discretion, an individual, who is not a board member, will be retained to keep a non-verbatim record of the hearing.

Copies of evidence and proceedings will only be shared with counsel, the administrator, board members, and/or the diocesan superintendent. Individual board members are not permitted to retain the copies of evidence and proceedings.

10. Upon completion of the hearing, the board will dismiss all individuals, except for those board members with voting rights who were not witnesses at the hearing and legal counsel for the board. The board, while still in executive session, will then deliberate and decide by majority vote whether to accept or reject the recommendation or to take whatever other action it deems appropriate. The board must then move to open session, and the decision made in the executive session must be presented, voted upon and approved by a majority of the board members, who were not witnesses at the hearing, at that open session before becoming effective. The administrator will be notified by the board president or designee in writing within thirty (30) calendar days of the board's decision. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

### **Appeal**

11. The administrator may appeal the board's decision in writing by certified mail to the Diocesan Board of Education, setting forth the basis for the appeal. Appeal must be made within ten (10) calendar days of receipt of the board's decision. The appeal to the Diocesan Board of Education will be held in executive session and will be limited to argument on the record made and the exhibits introduced into evidence at the hearing before the local board. The administrator is entitled to be represented by counsel or a spokesperson. The local board may also desire to retain an attorney to prosecute the appeal to the Diocesan Board of Education. The Board of Education may question the administrator or the local board's representative; however, no new evidence will be presented or admitted. The Diocesan Board of Education will act by simple majority vote.

The local board's decisions will be sustained unless substantial rights of the administrator have been prejudiced because the local board's action is:

- a. In violation of rules or procedures;
- b. Unsupported by substantial evidence in the record made before the local board when that record is viewed as a whole; or
- c. Unreasonable, arbitrary, capricious, or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The President of the Diocesan Board of Education or his/her designee will render the board's decision to the administrator in writing within thirty (30) calendar days of the argument, affirming, rejecting, or modifying the decision of the local board. Written notification may be accomplished by personally delivering the notice, by ordinary first class mail, or by certified mail, return receipt requested. Notification by ordinary mail is deemed complete upon mailing.

Regulation Adopted: December 2, 1989

Regulation Revised: August 15, 2006

Regulation Revised: January 26, 2012

Policy Revised: December 2015

Policy Revised: July 11, 2019

Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 360.4g**

**PERSONNEL**

**Due Process: Significant Formal Complaints against Teacher/Staff**

If significant formal complaints are made against contractors and non-school employees, the due process is handled through the agency.

This complaint procedure is to be used by a third party — that is someone other than administrator.

**Conciliation**

1. The initiator discusses the matter with the person against whom the complaint is made (respondent) with the objective of resolving the matter informally at the point of origin.
2. If the problem remains unresolved, the initiator has another meeting with the respondent, this time clarifying in writing the complaint, including specifics such as evidence for complaints, sources of information, etc.
3. If the problem remains unresolved, the initiator or the respondent refers the complaint to the administrator in writing. The administrator has authority for decision-making in regard to the program and its teachers/staff. Teachers/staff are accountable to the administrator; the administrator is accountable to the board of education and the Diocesan Office of Catholic Schools.

The administrator:

- a. Names a conciliator; (administrator may assume this task or name another agreeable to the concerned parties)
- b. Meets initiator and respondent individually;
- c. Meets with initiator and respondent together to facilitate, enable, and/or guide them to a peaceful solution of their problem.

**Arbitration**

4. If the problem remains unresolved, the administrator or either party may call for a decision-making meeting.
5. The administrator prepares for and chairs the decision-making meeting. The following data may be requested from the initiator and respondent:
  - Initiator's written description of the problem includes, but is not limited to, specifics, allegations, evidence to support the allegations, sources of information, etc.;
  - Respondent's written response to the problem.

The chair involves participants as much as possible in coming to a decision. The decision in writing is given to both parties. If the matter remains unresolved, any party may revert to the procedures set forth in DBE 360.4h — "Complaints against an Administrator."

Policy Adopted: April 8, 1972  
Policy Revised: August 15, 2006  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: July 11, 2019  
Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 360.4h**

**PERSONNEL**

**Due Process: Significant Complaints against Administrator**

**Conciliation**

1. The initiator first discusses the matter with the administrator with the objective of resolving the matter informally.
2. If the problem remains unresolved, initiator has another meeting with the administrator, this time clearly stating the complaint in writing, including specifics such as evidence for complaint, sources of information, etc.
3. If the problem remains unresolved, the initiator or the administrator may identify a mutually acceptable conciliator for informal conciliation.
4. If the problem is resolved in the informal conciliation, the conciliator shall prepare a summary statement of the problem and its resolution, and shall affix the signature of the three participants. Each participant is to receive a copy of the signed statement of agreement.

**Arbitration**

5. If no agreement is reached in steps 1 through 4 above, initiator, respondent/administrator, or conciliator may request arbitration by the local board of education.
6. Evidence provided to the board while serving as arbitrator should include the following:
  - Written description of the problem, by the initiator, including but not limited to specific allegations, evidence to support the allegations, sources of information, etc.;
  - Written response of the respondent/administrator to the problem under discussion;
  - Written report by the conciliator of all conciliation meetings;
  - Any or all of the persons named above be present for the review.
7. The board, meeting in executive session, after hearing the reports, dismisses the parties in attendance and
  - Recommends the continuance of the administrator's procedures. This means the initiator is expected to accept and comply with the current administrative procedures and practices; or
  - Recommends a change, adaptation, or modification of administrative procedures and practices. This may call for action including professional development/training of the initiator or the administrator or both. The local board may call for an improvement plan which includes provision for professional development/training and evaluation of progress.

**Procedures:**

- a. In the case of an administrator, the improvement plan is developed and carried out in conjunction with the Superintendent of Catholic Schools, or his/her designee;
  - b. In the case of a teacher, the improvement plan is developed in conjunction with and carried out under the direction of the administrator;
  - c. In the case of an initiator other than a teacher, a recommended course of action is developed in conjunction with the Superintendent of Catholic Schools or his/her designee.
8. Recourse if action of the board is not accepted:
- Administrator
- May request a hearing by the Office of Catholic Schools, which has the discretion to recommend a review by the Diocesan Board of Education;
  - May resign his/her position.

### **Initiator**

- May request a hearing by the Office of Catholic Schools, which has the discretion to recommend a review by the Diocesan Board of Education;
  - May resign his/her position as an employee of the school. May voluntarily terminate his/her relationship with the school
9. When actions and procedures referred to in #7 above give evidence of insufficient progress, the following actions may be taken:
- Administrator shows insufficient progress: Board follows procedural steps as given for “Due Process for Administrators” (DBE 360.4d-f);
  - Teacher shows insufficient progress: Administrator follows procedural steps as given in “Due Process for Teachers” (DBE 360.4a-c).
  - Staff/Employee shows insufficient progress: Administrator follows procedural steps as given in the “Employer Procedure Manual for Diocesan entities in the Diocese of Davenport.”
  - Parent/Student/Volunteer shows insufficient progress: The local board requests them to no longer be a part of the school community

Policy Adopted: April 8, 1972  
Policy Revised: March 3, 1990  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Reviewed: July 11, 2019  
Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 360.4i**

**PERSONNEL**

**Due Process: Selection and Qualifications of Conciliator**

1. The conciliator must be mutually agreed upon by the initiator and respondent. If mutual agreement cannot be reached, the Superintendent of Schools will name the conciliator(s). (In serious matters, the appropriate diocesan office may decide to name a conciliation board made up of one party named by the initiator, one named by the administrator and one named by the diocesan office.)
2. The conciliator(s) must have the skill to facilitate and the ability to be objective.

**Tasks of the Conciliator**

- Discuss the problem with initiator and respondent individually.
- Meet with the initiator and respondent together, endeavor to facilitate, enable and/or guide them to a peaceful solution of their problem.
- Schedule as many meetings as deemed necessary to progress to a solution.
- Carry out procedures as given for "Complaints against an Administrator" and/or other diocesan policies/regulations.
- Attempt to resolve the matter but has no authority to mandate the participants to adopt a solution.
- Keep a brief summary statement of each meeting, stating the problem and its resolution, or the efforts taken for resolution.
- After the final meeting of conciliation, a brief summary statement is written. The statement, signed by all participants, is given to each participant and a copy provided the Office of Catholic Schools.

Conciliator may, however, decide that any participant is not cooperating in good faith. Evidence of lack of good faith includes, but is not limited to, failure to attend scheduled meeting(s), failure to respond to substantial questions of the conciliator, or failure to suggest any way of accommodating the reasonable interests of the other participants. In the event that, for these or other reasons, the conciliator believes the participant is not cooperating in good faith, he/she shall apprise him/her of this orally, and failing future cooperation, in writing. If there is still no cooperation, the conciliator shall notify the Office of Catholic Schools, which shall endeavor to persuade the participant to cooperate.

Regulation Adopted: April 8, 1972  
Regulation Revised: April 8, 1974  
Regulation Revised: March 3, 1990  
Regulation Revised: August 15, 2006  
Regulation Revised: May 17, 2010  
Regulation Revised: December 2015  
Regulation Revised: July 11, 2019  
Regulation Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 361**

**STAFF PERSONNEL**

**Reduction in Staff -Teachers**

It shall be the policy of the Diocesan Board of Education that, when the number of contracted teachers desiring to return to school exceeds the number of teaching positions which will be available, it is the responsibility of the local board of education, with the recommendation of the principal, to determine which contracts will be renewed.

If it becomes necessary to notify a teacher that a contract will not be renewed because of a reduction in teaching positions, the board should try to notify the teacher by midnight on March 31.

Policy Adopted: November 15, 2001  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Reviewed: July 11, 2019  
Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 365**

**PERSONNEL**

**Immoral Conduct as Grounds for Dismissal**

Catholic school administrators and teachers and staff (hereafter referred to as “employee”) in Catholic schools hold a unique public position of importance and dignity within the Catholic community. Indeed, appropriate public ceremonies are encouraged which proclaim and celebrate their special role.

While we profess that all members of the Catholic community are sinners in need of redemption, it is also true that immoral behavior by employees carries with it additional gravity because of their special position in the community. Some immoral actions or habits, because of their nature or circumstances, may disqualify a person, at least for a time, from holding an office, role, or function within the Catholic community. This is true for the employee in the Catholic school.

The board and administration do not pass judgment on subjective morality. In assuming their rightful responsibilities, the board and administration consider behavior which, in their judgment, is publicly and manifestly inconsistent with the moral standards of the Catholic Church and the school.

Teaching or living a life-style in contradiction to the teachings of the Church may disqualify one as an employee of our educational system, at least for a time.

When there are actions contrary to this moral policy, the board and administration reserve the option to release or retain/reinstate the employee having considered the following:

1. The public action of the employee was in fact immoral. (See also DBE 365.6c)
2. The openness of the employee to be responsible for both his/her actions and their effects. (See also DBE 365.6a)
3. The openness of the employee to make a commitment to the ideals of the community. (See also DBE 365.6a)
4. The nature and extent of the public scandal. (See also DBE 365.6b)
5. The willingness of the employee to repair any scandal, public or private, insofar as possible. (See also DBE 365.6 a-b)
6. The pastoral circumstances that will affect the welfare of the community and the welfare of the individual, as judged by the board and administration. (See also DBE 365.6b)

Policy Adopted: February 2, 1980  
Policy Revised: December 6, 1986  
Policy Revised: August 15, 2006  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Amended: October 25, 2018  
Policy Revised: July 11, 2019  
Policy Promulgated: July 17, 2019



**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**REGULATION 365.6b**

**PERSONNEL**

**Scandal/Reparation**

**I. Scandal**

Scandal in the Scriptures does not mean “actions that shock others” but refers to any action or speech, which, because it is immoral in fact or appearance, provides an occasion of sin for others.

**Scandal Given**

Scandal is given when someone directly advises or encourages another person to sin, thus sharing in his/her sin; either because someone gains by the other’s action or even because someone wants to ruin a person spiritually. Scandal is given indirectly and implicitly when someone, although not actually causing another to sin, gives bad example which can be the occasion of another’s sin.

**Scandal Taken**

Scandal is taken by the person who is injured in one of three ways.

1. It is taken because a person yields to another’s encouragement or bad example. To avoid this, Christians must:
  - a. Avoid any bad act;
  - b. Avoid even those acts that have the appearance of evil, unless there is an urgent and serious reason for them;
  - c. In the latter case, do what they can to prevent the scandal.
2. It is taken, but not given, when a person’s action is good and the fault is in the other, who wrongly misjudges the person. Christians should never omit doing their duty or obeying the law because of this kind of scandal, but sometimes they should avoid causing scandal by omitting actions which are morally indifferent but which shock others.
3. It scandalizes the ignorant, immature, or morally weak. To avoid this, Christians must do what is necessary for people’s salvation, avoiding that which violates the natural law or the common good.

**II. Reparation**

Because scandal given is an injury to the neighbor, if Christians cause it, they are obliged to repair it as best they can by giving good example and even by publicly admitting their bad influence and attempting to bring back into the right path those whom they have led astray.

Regulation Adopted: February 2, 1980  
Regulation Revised: December 6, 1986  
Regulation Revised: August 15, 2006  
Regulation Revised: May 17, 2010  
Regulation Reviewed: December 2015  
Regulation Revised: July 11, 2019  
Regulation Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**SERIES 300: ADMINISTRATION**

**POLICY 365.6c**

**MORAL GROUNDS FOR DISMISSAL**

The Diocese of Davenport expects each school, as an employer, to require all employees to be persons, who by word and deed, support and advocate the positions of the Catholic Church. The diocese understands that employment by entities of the Roman Catholic Church is not for everyone, because there are people of good faith who disagree with our teachings and views.

The school, as a community of believers embraces as a matter of faith, the teachings, policies and beliefs of the Magisterium of the Catholic Church, as defined in the Deposit of Faith. Therefore, it rejects anything which is contrary to that teaching.

Actions that are considered moral grounds which may be judged as cause for dismissal include, but are not limited to, the following:

1. Violations of criminal law considered as aggravated misdemeanors and felonies.
2. Cohabitation outside of marriage.
3. Engaging in same-sex sexual activity.
4. Same sex “marriage”.
5. Teaching or publicly advocating principles contrary to the dogmatic and moral teaching of the Church and the judgment of the Bishop. If there is a conflict as to the teaching of the Church, the judgment of the Bishop shall be the final arbiter.
6. Violations of the teachings of social justice as taught and commonly viewed by the Catholic Church, with the judgment of the Bishop as final arbiter. Such violations include, but are not limited to, unjust aggression against persons, abortion, unlawful discrimination, breach of contract, theft, perjury, or defamation of character.
7. The abuse of alcohol or other chemical substances when proper treatment has been refused or has been unsuccessful and the functioning of the person is impaired; advocating the use of alcohol or other chemical substances in an illegal or abusive manner.
8. Public violations or publicly advocating violations of the standards of sexual morality taught by the Catholic Church, with the judgment of the Bishop as final arbiter.
9. Actions prohibited by the [“Policies Relating to Sexuality and Personal Behavior”](#) of the Diocese of Davenport.
10. Consistent neglect by Catholics of the Precepts of the Church ([See Catechism of the Catholic Church, 2041-2043](#)).

Regulation Adopted: February 2, 1980  
Regulation Revised: December 6, 1986  
Regulation Revised: July 1, 2003  
Regulation Revised: December 6, 2003  
Regulation Revised: August 15, 2006  
Regulation Revised: May 17, 2010  
Regulation Revised: December 2015  
Policy Revised: February 28, 2019  
Policy Promulgated: July 17, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 370.2**

**Accreditation of Catholic Schools**

All schools of the Diocese of Davenport shall maintain accreditation with the Department of Education of the State of Iowa. If the continued accreditation of a school is in jeopardy, the Superintendent of Schools will work with the local/regional Board of Education to assist in future planning.

Policy Adopted: September 13, 1977  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Reviewed: December 2015  
Policy Amended: October 25, 2018  
Promulgated: December 20, 2018

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 380**

**Closings**

**Inclement Weather**

Catholic schools, during times of inclement weather, should follow the same schedule as the public schools of their area in emergency school closings.

**Circumstances Other Than Inclement Weather**

The Superintendent of Schools is to be contacted when school is dismissed for circumstances other than inclement weather.

Policy Adopted: November 14, 1969  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Revised: December 2015  
Policy Amended: October 25, 2018  
Policy Reviewed: February 28, 2019  
Policy Promulgated: July 29, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 385.2**

**Inter-Parochial Support of Schools**

Inter-parochial support formulas, once established in accordance with the appropriate governing documents, are binding on all parties until they are renegotiated by the regional board or revised through appeal to the Diocesan Board of Education and the approval of the Bishop.

Policy Adopted: March 22, 1988  
Policy Revised: 2004  
Policy Revised: October 15, 2009  
Policy Reviewed: May 17, 2010  
Policy Reviewed: December 2015  
Policy Amended: October 25, 2018  
Policy Reviewed: February 28, 2019  
Policy Promulgated: July 29, 2019

**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 390**

**Education Guidelines for Opening or Reorganization of Educational Systems**

**GUIDELINES FOR PROCEDURAL DEVELOPMENT**

**STAGE ONE -- PARISH STUDY**

**Purpose:**

A more in-depth approach to studying the feasibility of expanding services.

**Who:**

The feasibility committee is retained and expanded to include membership from the larger parish or system. Membership should include both those directly affected by the program and those not affected. A wide age span is suggested. Upon the completion of the study, the Board of Education and parish council again are the decision-making body, in accordance with parish governing documents.

**Relationship to Diocesan Board of Education**

The completed study and approval of the parish should be presented to the Diocesan Board of Education at least one month before the Diocesan Board of Education is requested to accept or reject the proposal. The Diocesan Board of Education will then meet with representatives of the committee to dialogue on the Board of Education's concerns and decision. The Diocesan Board of Education is free to accept, reject or request further study and clarification before making a decision.

**OUTLINE FOR PHASE ONE OF FEASIBILITY STUDY**

**The Parish or Catholic System Surveying the Possibility:**

1. A questionnaire should be designed to receive input from existing educational services within the system. The questionnaire should allow the present educational services to express both how they would see the additional services as enriching the parish or causing tensions or conflict. The committee should summarize this input and make recommendations to the parish, which will reflect sensitivity toward the input.
2. An effort should be made to obtain some input from the parish or system at large. This could be done through open meetings, mailings, after liturgies, etc. -- the format should be determined by the committee.\*
3. What parish/school leadership wishes to receive from the membership is a general indicator of support or disagreement. Members might also wish to receive more concrete input such as how the general membership will support the program enrollment, donations, verbal, or work against it.

Some idea of the program itself and the scope of the entire study should be shared with the general membership, who should know that final implementation is not an accomplished fact. The parish/school leadership makes a recommendation to the Diocesan Board of Education, which will make a recommendation to the Bishop or his designee.

A summary of this input and recommendations flowing from it should be given to the parish for dissemination to the Board of Education, Parish Council and Finance Council.

### **The Community at Large:**

1. The parish or Catholic educational system should reach out to the community at large, in order to inform the community that leadership sees the establishment of a new program as an enrichment of the community at large and also that leadership desires input from them on the possible relationship of the program to the community. To initiate this the committee will have to:
  - a) Define the group(s) that will be contacted to speak for the community at large. (It is recommended to identify other agencies involved in work similar to or related to the program.)
  - b) Design a cover letter and questionnaire that will explain the proposed program and solicit input from them that will be considered in the parishes and Diocesan Board of Education decision.
  - c) The questionnaire should request input on how they would see the proposed program enriching the community at large and also the potential tensions and conflicts that could arise. Also leave room for other constructive comments.
2. The returned questionnaires should be tallied, summarized and presented to the parish with the committee's recommendations on further action.

### **Funding:**

1. Design at least two projected plans that would describe the projected expenses and outline ways to obtain income to cover the expenses.
2. As a committee, scrutinize each of the plans and outline its strengths and weaknesses.
3. As a committee, prioritize the plans and submit the total package with the recommendations to the parish.

### **Clientele:**

1. Contact the potential clientele for the program and ask for an indicator of interest, disinterest, etc.
2. The contact should include a brief description of the services the parish is considering and an explanation that since they are potential clientele, leadership would like to know if the services would be of interest or help to them. This contact is not to obtain a commitment. The commitment should be sought when the program is outlined, approved, etc.
3. The results of the questionnaire should be tallied, summarized and given to the parish with recommendations.
4. The committee should also decide if they wish to solicit clientele outside the parish and/or system and if so, outline a projected recruitment program to give to the parish.

### **THE PARISH**

Upon receiving the various reports and recommendations from the committee, the local board of education should be involved in the decision-making process in accordance with parish governing documents. These groups should either vote to initiate the program and explain why, and how, or vote not to initiate the program and explain why not.

The parish should send all final reports, rationale, and its decision, along with a request for presentation, to the Diocesan Board of Education for recommendation to the Bishop.

Within 60 days, the Diocesan Board of Education will respond with the date of the review and invite parish/school leadership to send representatives to formally present the request and ask for Board approval and recommendation to the Bishop.

Policy Adopted: January 12, 1976  
Policy Revised: November 15, 2001  
Policy Reviewed: May 17, 2010  
Policy Revised: December 2015  
Policy Revised: September 10, 2019  
Policy Promulgated: September 13, 2019



**DIOCESE OF DAVENPORT  
BOARD OF EDUCATION**

**POLICY 395**

**Procedures for Withdrawing From a Regional School Administrative Operations**

**LINE OF RESPONSIBILITY**

The parish considering withdrawal presents its petition with a well-documented rationale to the Board of Education of the regional entity and to the Superintendent of Schools.

- A. If the members of the board of education of the regional entity or program who are not in the petitioning parish vote to concur with the petition, the petition with its rationale and the response of the Board of Education of the consolidated entity is presented to the Diocesan Board of Education.
- B. If the members of the board of education of the regional school who are not in the petitioning parish vote to reject the petition, the petitioner is informed of this decision and its reasons. If the petitioning parish still wishes to pursue the matter, it presents its case and the response of the members of the board of education of the regional school, who are not members of the petitioning parish, to the Diocesan Board of Education for its review.

The Diocesan Board of Education makes a recommendation to Bishop for his decision.

Policy Adopted: March 22, 1988  
Policy Revised: June 5, 2002  
Policy Revised: May 17, 2010  
Policy Reviewed: December 2015  
Policy Amended: October 25, 2018  
Policy Reviewed: February 28, 2019  
Policy Promulgated: July 29, 2019