

ARCHDIOCESE OF LOS ANGELES
DEPARTMENT OF CATHOLIC SCHOOLS
TEACHER EMPLOYMENT AGREEMENT – ELEMENTARY SCHOOL
Part-Time Exempt Position

Name of School: _____

Name of Teacher: _____

Academic Year: 20____ - 20____

1. **Term.** The School (“School”) and you (“Teacher”) make this Employment Agreement (“Agreement”) for the period shown above (“Term”) for you to serve as a part-time member of our faculty, in accordance with the specific terms identified in Exhibit A to this Agreement, which are fully incorporated into this Agreement.

2. **Mission and Ministry.** The overriding mission of the School is to develop and promote a Roman Catholic School Faith Community, while offering a quality elementary school education that meets the needs of its students and applicable educational standards. The School environment is intended to reflect in the doctrines, laws, norms and values of the Roman Catholic Church, and a philosophy of education, which fosters Catholic values for the entire School community. All your duties and responsibilities as a Teacher shall be performed within this overriding commitment to the Church’s ministry.

3. **Duties.** As a Teacher, you are called to follow the example of Jesus, the Teacher (John 13:13). Accordingly, you shall use your best professional efforts and skills to perform your duties in a diligent, energetic, competent, and ethical manner, consistent with the School’s established policies, directives and expected practices. You acknowledge that the School operates within the philosophy of Catholic education and retains the right to employ individuals who demonstrate an ability to teach in accordance with this philosophy. You understand and accept that the values of Christian charity, temperance and tolerance apply to your interactions with your supervisors, colleagues, students, parents, staff and all others with whom you come in contact at or on behalf of the School. In both your professional and private life you are expected to model and promote behavior in conformity to the teaching of the Roman Catholic Church in matters of faith and morals.

Your duties shall include carefully preparing and planning for each class consistent with School and departmental curriculum; diligently reviewing and evaluating student work and providing related communication to students and parents; and, as needed, conferring with students, the administration, and parents regarding each student’s progress and development. You also shall attend faculty/staff meetings and conferences, including those prior to and following the School’s regular academic year, participate in School activities including School liturgical activities, as requested, and complete other duties as assigned. You agree to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by the School whether on your own initiative or at the direction of the School. Your duties and



job assignment may be revised during the Term to meet the School's needs. In the event the School's operations are extended by reason of fire, disaster, act of God, act of public authority or any other necessity or emergency cause, your service may be suspended for the time period and rescheduled as needed to complete the full School year.

4. **Policies.** You shall be familiar with, and comply with the School's personnel policies and procedures as they may be adopted or amended from time-to-time, including policies in the faculty handbook and the Archdiocese of Los Angeles Administrative Handbook available online. You should refer to such documents for information relating to your employment, duties and benefits. You shall be familiar with, abide by, and assist and cooperate with School administration in enforcing the School's policies for students and families whether outlined in our handbook(s), our School policies, or other directives and expected practices (together "Policies"). You acknowledge that a copy of the faculty handbook has been made available to you and that you can access the online Administrative Handbook. You understand and acknowledge that the Policies do not constitute a contractual agreement with you.

5. **Introductory Period.** The first six (6) months of your employment as a new teacher at this School are considered your Introductory Period. You may be terminated at any time, with or without notice, with or without reason, during the Introductory Period. The Principal shall complete a performance appraisal at the end of your Introductory Period. Upon satisfactory completion of the Introductory Period, your employment will be continued through the remainder of the Term of this Agreement except as noted under "Termination".

6. **Termination.** Your employment, and this Agreement, may be terminated during the Term without payment of salary or benefits beyond such date of termination, for any of the following reasons:
 - I. The School may terminate for "cause," without any prior notice. Such "cause" shall be determined by the School within its reasonable judgment and shall include but not be limited to:
 - a) Failure to meet any of your duties as described in Paragraphs 4 and 5 above.
 - b) Failure to support and embody the mission and ministry of the School.
 - c) Maintaining by word or act a position contrary to the ordinary teaching of the Catholic Church.
 - d) Any criminal, immoral or unethical conduct that brings discredit upon the School or the Roman Catholic Church.
 - e) Inappropriate physical or social contact with students during school or otherwise.
 - f) Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.



- g) Unauthorized possession, sale or working under the influence of controlled substances (except prescription medications taken as prescribed), intoxicants, alcohol or cannabis.
 - h) Threatening or causing bodily harm to others or other coercive and/or intimidating acts, or any verbal or physical harassment.
 - i) Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
 - j) Falsification of documents, false or misleading information on an application, resume, personnel record, professional or character reference, academic transcript, degree, or credential.
 - k) Any other breach of the terms of this Agreement.
- II. Either you or the School may terminate this Agreement without cause, for any reason within the sole discretion of the terminating party, upon 30 calendar days' prior written notice to the other party in a manner that is consistent with applicable law. If the Agreement is terminated in accordance with this provision, you shall only be due one month's salary. You may not terminate employment under this Agreement if the termination is effective during the 30 days immediately prior to the beginning of the school year except by mutual agreement with the Principal. You acknowledge that a breach by you of this provision is a grave ethical violation, may harm the educational program for the students and may cause expenses and damages to the School.
- III. The School may terminate your employment if you are unable to perform the essential functions of your position and reasonable accommodation is not available or required under applicable laws.

The School's failure to invoke its right of termination on one occasion for the occurrence of a matter constituting a basis for discharge shall not affect the right of the School to terminate you when the same or a different basis for termination arises at a later date.

7. **Rehire.** Future employment will be determined on a year-to-year basis. You agree to give written notice to the School, on or before April 1, 2020, stating whether or not you wish to be rehired. The School will give you written notice, on or before May 15, 2020, stating whether or not it intends to rehire you for the following year or enter into any other type of employment relationship. In the absence of a notice by either the school or you, this Agreement will lapse under its own terms. The Principal alone, with the approval of the Pastor, has the final and sole authority with respect to offering agreements. You understand that tenure is not granted by Archdiocesan Schools and upon expiration or termination of the Agreement for any reason you shall have no right to employment or preferential treatment regarding employment at any other Archdiocesan School. The School does not have any duty, express or implied, to rehire you or extend this Agreement, and no cause whatsoever is required for not rehiring you. Likewise, you are not under any obligation to seek to be rehired. Any other arrangement with respect to rehire, extension or duration of employment is valid only if in writing, executed by you and the Principal, with the approval of the Pastor.



8. **Modification and Cancellation.** This Agreement is contingent upon sufficient School enrollment and the School's financial condition. If the enrollment or the School's financial condition does not justify the staffing, the Principal has discretionary power to make decisions regarding personnel reduction, including but not limited to, modification or cancellation of this Agreement. If the School closes for any reason, the term of this Agreement will expire on the date of the closure. If this Agreement is cancelled due to lack of enrollment or the School's financial condition or is terminated because of School closure, you will be paid through the date of cancellation or closure; no further payments will be due to you. All modifications and cancellations are valid only if in writing, executed by you and the Principal, with the approval of the Pastor.
9. **Severability.** If, for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be legally invalid or unenforceable, that shall not have any effect on any of the other provisions of this Agreement, all of which shall remain in full force and effect.
10. **Entire Agreement.** This Agreement contains the complete and entire agreement between you and the School, and supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by you and the Principal, with approval of the Pastor.
11. **Applicable Law.** This Agreement is entered into under, and governed by, the laws of the State of California.
12. **Dispute Resolution and Grievances.** You and the School agree to attempt to resolve any disputes in good faith. Any unresolved disputes between you and the School arising out of or in any way related to your employment or termination, shall be subject to the Fair Treatment/Complaint Investigation process set forth in the online Administrative Handbook and no legal actions may be taken until all procedures have been fully discharged. This clause is intended to provide a speedy, economical and exclusive forum for resolving claims; its existence shall not imply any limitations upon the School's right to manage its affairs or terminate any employment.
13. **Condition Precedent.** You understand and agree that condition precedents of this Agreement are the receipt of a clear Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, the completion of the I-9 Form from the Immigration and Naturalization Service, and the completion of the other relevant health and document requirements of the School.

14. **Compensation**

Total Base Salary for a full-time position for the academic year: \$_____.

Part-Time Teacher Position ratio of job duties to full-time assignment: _____% (e.g. 50%, 66%).

Particulars of the job duties are attached as Exhibit A to this Agreement.

Total Base Salary for the Part-Time position for the academic year: \$_____.



Additional Compensation for Designated Responsibilities (If Any):

Note: Calculations and Additional Compensation for designated responsibility are based on anticipated time commitment and skills.

Responsibility	Additional Compensation
_____	\$_____
_____	\$_____
Total Additional Compensation:	\$_____

Payment Schedule:

Compensation for all teachers will be distributed on a semi-monthly or a bi-weekly schedule

Initial pay period begins: _____ Date of first payday: _____ (See payroll schedule attached)

Final pay period ends: _____ Date of last payday: _____

Sick Days:

Number of days per school year: _____

(The Archdiocese has and recommends a policy of 10 days of paid sick time off per year for all full-time, regular employees. This policy is compliant with California state law.)

For additional available benefits, see Archdiocese of Los Angeles Lay Employees Benefit Guide.

15. Education and Professional Growth Requirements

In accordance with the regulations for salary placement and professional growth requirements, you agree that you will complete the following requirements to be eligible to be offered an employment agreement for the next school year.

Enroll in California Teaching Credential program.

Complete at least _____ units towards a California Teaching Credential.

California Teaching Credential program must be completed by July 1, 20 for an Elementary School Faculty Employment Agreement to be offered for the 20_- 20 academic year.

Other Requirements: _____



By:

Principal's Signature **Print Name** **Date**

I accept a position as Part-Time Teacher at _____ School
on each and all of the terms and conditions set forth in the above Agreement.

By:

Teacher's Signature **Print Name** **Date**

Approval by Pastor required (this Agreement is not binding until executed by Pastor)

By:

Pastor's Signature **Print Name** **Date**

Give copy to Teacher and file the original in his/her personnel file.

EXHIBIT A

Teacher acknowledges and agrees he/she will hold the position of Part-Time Exempt Teacher for the 20____ to 20__ academic year.

Teacher understands and agrees that this position is classified as Exempt because Teacher meets the requirements of the job duties for an exempt private school teacher as provided under California Labor Code Section 515.8. Teacher understands and agrees that Teacher shall be paid on a salary basis and that Teacher is not eligible for overtime payments if Teacher works more than 8 hours a day or 40 hours in a week.

Teacher shall be responsible for the following tasks: _____

Teacher is expected to attend and participate in school liturgies and assemblies, in-service training, staff meetings and conferences, both before and during the academic year, except if specifically excused in advance by the Principal.

Teacher acknowledges and agrees that the terms of this Exhibit A are fully incorporated into the Part-Time Exempt Teacher Agreement.

Teacher _____

