

TEACHER EMPLOYMENT AGREEMENT-ELEMENTARY

Exempt

Department of Catholic Schools

Archdiocese of Los Angeles

Name of School: _____

Name of Teacher: _____

Academic Year: 2015-2016

Term. The School (“School”) and you (the “Teacher”) make this Employment Agreement (“Agreement”) for the period shown above (the “Term”) for you to serve as a member of our faculty.

Philosophy. The mission of the School is to develop and promote a Catholic School Faith Community within the philosophy of Catholic education as implemented at the School, and the doctrines, laws and norms of the Roman Catholic Church. All your duties and responsibilities as a Teacher shall be performed within this overriding commitment.

Duties. Your position will be that of a Teacher. 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 careful preparation and planning for each class consistent with School and departmental curriculum; diligent review and evaluation of student work and 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.



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. 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 handbooks(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. You understand and acknowledge that the policies do not constitute a contractual agreement with you.

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 point, 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 Term of this Agreement except as noted under “Termination.”

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 reason:

- 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 3 and 4 above.
 - b) Inappropriate physical or social contact with students during school or otherwise.
 - c) Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
 - d) Any criminal, immoral or unethical conduct that brings discredit upon the School or the Roman Catholic Church.
 - e) Unauthorized possession, sale or working under the influence of controlled substances (except prescription medications taken as prescribed), intoxicants, or alcohol.
 - f) Threatening or causing bodily harm to others or other coercive and or intimidating acts, or any verbal or physical harassment.



- g) Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
 - h) Falsification of documents, false or misleading information on an application, resume, personnel record, professional or character reference, academic transcript, degree, or credential.
 - i) 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 and on a time frame that is mutually agreeable to you and the Principal. However 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 invoke discharge when the same or a different basis for termination arises at a later date.

Renewal. 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, 2016, stating whether or not you wish to renew the Agreement. The School will give you written notice, on or before May 15, 2016, stating whether or not it intends to renew the Agreement for the following year or enter into any other type of employment relationship. In the absence of a notice by either party, 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. 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, this Agreement will be considered terminated 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. 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. There is no implied duty by you or the School to renew this Agreement, and no cause whatsoever is required by either party for non-renewal. Any other arrangement with respect to renewal, extension or duration of employment is valid only if in writing, executed by you and the Principal, with the approval of the Pastor.

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.

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.

Applicable Law. This Agreement is entered into under, and governed by, the laws of the State of California.

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 Grievance Procedures promulgated by the Archdiocesan Department of Catholic Schools 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.

Condition Precedent. You understand and agree that condition precedents of this Agreement are the receipt of the 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.

Base Compensation

Base Salary for the academic year: \$_____. Base Salary is calculated for all instructional, professional development, and professional preparation days. This amount will be paid out in _____ installments according to the Payment Schedule below.

Additional Compensation for Designated Responsibility (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 bi-weekly schedule

Initial pay period begins: _____ Final pay period ends: _____

Date of first payday: _____ Date of last payday: _____

(See payroll schedule attached)

Available Benefits See Archdiocese of Los Angeles Lay Employees Benefit Guide

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.)

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 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.

