



## RESPONSIBILITIES

4. You agree to devote your **full time** to performing your duties as Director. Your duties are set forth in the Job Description that is found in the school's Faculty Handbook or the Archdiocesan Administrative Handbook or **attached as Appendix A** and is incorporated into this Agreement.

## PERFORMANCE OF DUTIES

5. At all times during the Term of this Agreement, you shall strictly adhere to all of the School's and Archdiocese's rules and regulations, now or subsequently in effect, governing your conduct and your rendition of services.
6. Performance of your duties under the Agreement shall be subject to the supervision of the Principal (or President) over all phases of your work and subject to the advice and direction of the Principal (or President).
7. You agree to conduct yourself with due regard to public conventions and morals, and agree not to do or commit any act or thing that will tend to degrade you in society or bring you into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community, or tend to embarrass the School, the Archdiocese or the Roman Catholic Church.
8. You may be required to teach up to three (3) classes.

## BENEFITS

9. You are eligible for health, disability, retirement and other insurance benefits as described in the Archdiocesan Benefits Guide, which will be provided to you from time to time. You are insured under a liability insurance policy while acting within the scope of your duties as an employee. This policy does not apply to injury, sickness, disease or death or destruction caused intentionally by you or at your direction, as defined by and/or excluded in the insurance policy. You understand that the Archdiocese contributes to Social Security but does not participate in federal or state unemployment or disability programs.
10. You are eligible for sick days and paid and unpaid leaves as set forth in the Employee Manual for the School which is issued by the School and the Archdiocese from time to time. You are eligible for 15 paid days of summer vacation after having completed the first year as a Director and 25 paid holidays designated by the Department of Catholic Schools. The designated holidays include Christmas and Easter break. With the Principal's approval, you shall make your best efforts to schedule your summer vacation at such times as the School is not in session. **You are not permitted to take vacation days during the months of September through March with the exception of those paid holidays designated by the Department of Catholic Schools.**
11. Unused summer vacation time does not accrue from year to year; therefore, if you have not used all your earned summer vacation by the end of the Term of this Agreement, the School will include the amount of unused summer vacation time earned in your last paycheck issued under this Agreement.



## **PROBATIONARY PERIOD**

12. There is a probationary period for a newly hired or transferred Director **and for Directors who have not met their enrollment growth or fundraising targets**. The probationary period is a minimum of 90 calendar days, and may be extended, in writing, for up to another 90 calendar days at the discretion of the Principal (or President). During the probationary period this agreement is at will; therefore, it can be terminated at any time, for any reason, with or without notice. The Principal (or President) shall complete a performance appraisal at the end of the probationary period. Upon satisfactory completion of the probationary period, employment will be continued through any remaining Term of this Agreement except as noted under “Termination”.

## **REHIRE**

13. You are employed as a Director for the Term of this Agreement only. Except as provided below, the Archdiocese and you have no obligation, express or implied, to extend or renew this Agreement to rehire you or to continue to adhere to this Agreement beyond its Term. The Archdiocese and Principal reserve the right to transfer you to other administrative or instructional positions within the School during the Term.
14. You may request to return to teacher status and will so notify the Principal in writing on or before April 1, 20\_\_\_\_. If the request is granted and you are hired as a teacher for the next school year, you will be placed on the class and step appropriate to your education and teaching experience.
15. You shall have no right to employment or preferential treatment regarding employment in any other school located in the Archdiocese, or any other Catholic school. If the School closes for any reason this Agreement will be considered terminated on the official date of closure and no further salary payments shall be due under this Agreement. If the event that the School experiences financial difficulties requiring cutbacks in operations, including staffing, you agrees that your salary may be subject to renegotiation during the Term of this Agreement.

## **TERMINATION**

16. This Agreement may be terminated by the School for just cause, with or without notice, and no further salary payments shall be due under this Agreement. Causes for termination include, but are not limited to:
  - a. Failure to carry out any of the responsibilities encompassed by this Agreement.
  - b. Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
  - c. Inappropriate physical or social contact with students during school or otherwise.
  - d. Any criminal, immoral or unethical conduct that relates to your duties or that brings discredit to the School, the Archdiocese or the Roman Catholic Church.
  - e. Unauthorized possession of, 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, such as providing false or misleading information on a job application, resume, personnel record, professional or character reference, academic transcript, degrees or credentials.
  - i. Any other breach of the terms of this Agreement.



17. Either you or the School may terminate this Agreement without cause, for any reason within the sole discretion of the terminating party, upon thirty (30) working days' prior written notice to the other party. The final date of employment shall be established in a manner that is consistent with applicable law and on a time frame that is determined by the School and the Archdiocese.
18. The School or the Archdiocese may terminate this Agreement if you are unable to perform the essential functions of your position and reasonable accommodation is not available or required under applicable laws.
19. Failure by the School to terminate this Agreement on one occasion for the commission of a matter constituting a cause for termination shall not affect the right of the School or the Archdiocese to terminate the Agreement when the same or a different cause for termination arises at a later date.

#### **SEVERABILITY**

20. 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**

21. This Agreement and the benefits described in the Archdiocesan Benefits Guide contains the complete and entire agreement between the parties, and it 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 all parties.

#### **DISPUTE RESOLUTION**

22. You, the School and the Archdiocese agree to attempt to resolve any disputes in good faith. Any unresolved disputes between the parties arising out of or in any way related to this Agreement shall be subject to the Grievance Procedures promulgated by the Archdiocese and no claim may be filed in any other forum until all steps of the Grievance 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 or the Archdiocese's right to manage its affairs or terminate any employment. This Agreement is entered into under, and governed by, the laws of the State of California.

#### **CONDITION PRECEDENT**

23. Conditions precedent of this Agreement are the receipt of a Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, completion of the I-9 Form, and completion of other relevant health and document requirements of the School and the Archdiocese.



**IN WITNESS WHEREOF, the parties have executed this Agreement on**

\_\_\_\_\_, 2018 at \_\_\_\_\_, California.

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Principal**

\_\_\_\_\_  
**President (if applicable)**

\_\_\_\_\_  
**Pastor (Parish Schools Only)**

**Give copy to you and file the original in your personnel file.**

