

**ARCHDIOCESE OF LOS ANGELES
DEPARTMENT OF CATHOLIC SCHOOLS
FACULTY EMPLOYMENT AGREEMENT – HIGH SCHOOL
(For Exempt Part Time Teachers Only)**

Name of School: _____

Name of Teacher: _____

1. **Term.** The School (“the School”) and you (“the Teacher”) make this Employment Agreement, effective on the date below, for the work period commencing _____ and ending _____ (“the Term”), for you as a member of our faculty.

2. **School Mission and Ministry.** The overriding mission of the School is to develop and maintain a Roman Catholic School Faith Community by offering a quality education that meets the needs of its students and applicable educational standards. The School environment is intended to reflect 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. A fuller description of the School’s mission is provided in Chapter IV of the Administrative Handbook for Schools which is available online. All your duties and responsibilities shall be performed within this overriding commitment.

You acknowledge and agree that the School retains the right to operate within the philosophy of Catholic education and to retain teachers who demonstrate an ability to develop and maintain a Catholic School Faith Community. 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. Accordingly, you are expected to model, teach, and promote behavior in conformity with the teaching of the Roman Catholic Church.

3. **Part-Time Position.** You will hold the position of Part-Time Exempt Teacher in accordance with the specific terms identified in Exhibit A to this Agreement, the terms of which are fully incorporated into this Agreement.

4. **Duties.** Your duties shall be those of a faculty member. 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 philosophy and its policies, directives and expected practices. 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 conferring with students, the administration, and parents regarding each student’s progress and development. You 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. If a natural disaster, act of God, act



of a public authority, or any other necessity or emergency interrupts or suspends normal school operations, your services may be rescheduled as needed to complete the academic year that applies to this Agreement.

5. **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 handbook(s), our School policies, or other directives and expected practices (together "Policies"). You acknowledge that a copy of the faculty handbook and the benefits summary has been made available to you. You understand and acknowledge that the Policies do not constitute a contractual agreement with you.
6. **Introductory Period.** There is an introductory period for a newly hired or transferred teacher. The introductory 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. During the introductory period this agreement is at will; therefore, it can be terminated at any time, for any reason, without any notice. The Principal shall complete a performance appraisal at the end of the introductory period. Upon satisfactory completion of the introductory period, employment will be continued through any remaining term of this Agreement except as noted under "Termination".
7. **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 Paragraph 2, 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 relates to your duties as a teacher or brings discredit upon the school 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, 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 thirty (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 thirty (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.

8. 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, 20____, stating whether or not you wish to renew the Agreement. The School will give you written notice, on or before May 15, 20____, stating whether or not it intends to renew the Agreement for the following year.

The Principal alone has the final and sole authority with respect to offering Employment 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. Notwithstanding this, 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 or Parish 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 or Parish School. There is no implied duty by you or the School to renew this Agreement, 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.

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 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 you and the Principal.

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 dispute between you and the School arising out of or in



any way related to your employment or the termination thereof, 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.

13. **Conditions.** You understand and agree that a condition precedent of this Agreement is 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 U.S. Department of Homeland Security, and the completion of the other relevant health and document requirements of the school.
14. **School Day and Work Schedule.** As a part-time teacher, you understand that your hours of work will be provided to you as scheduled. The School understands that you may need to devote a reasonable amount of time to other school responsibilities and in preparation and assessment activities at hours not during the regular class day, which are part of your base compensation.
15. **Education and Professional Growth Requirements.** You have no more than six years in an archdiocesan or parish school to earn a MA/MS, appropriate California Credential or Los Angeles Archdiocesan High School Religion Teacher Certification (for high school religion teachers only) unless a shorter period is determined by the Principal, as noted below. Extensions beyond six years must be approved by the Assistant Superintendent.

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

- _____

- Enroll in program for MA/MS or appropriate California Credential or Los Angeles Archdiocesan High School Religion Teacher Certification before April 1.
- Completion of at least _____ units toward MA/MS or appropriate California Credential or Los Angeles Archdiocesan High School Religion Teacher Certification before the end of this Employment Agreement.
- MA/MS or appropriate California Credential or Los Angeles Archdiocesan High School Religion Teacher Certification must be completed by July 1, 20____ for a Faculty Employment Agreement to be offered for the 20____ - 20____ academic year and may not extend beyond the six years of hire.
- Requirement completed.

16. **Payment Schedule.** Compensation for all faculty will be distributed on a **semi-monthly** schedule beginning _____ and ending _____.



17. Base Compensation.

Column/Step: _____

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: \$ _____

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.

18. Additional Compensation for Designated Responsibility (If Any): In addition, for this Term only, you will assume the additional assignment(s) listed below. Calculations and Additional Compensation for Designated Responsibility are based on anticipated time commitment and skills. Compensation for athletic coaches is subject to a separate agreement.

<u>Responsibility</u>	<u>Additional Compensation</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Additional Compensation	\$ _____

19. Total Compensation.

Total Base PT Salary: _____ + Total Additional Compensation: _____ =

Total Compensation: _____



20. Available Benefits.

See Archdiocese of Los Angeles Lay Employees Benefit Guide. (The Archdiocese has 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.)

Number of sick days per school year (pro-rated according to percentage ratio of job duties but no fewer than 3 days): _____

By: _____
Principal's (or President'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

For Parish Schools: Approval by Pastor required (this agreement is not binding until executed by Pastor)

By: _____
Pastor's Signature Print Name Date



EXHIBIT A

Teacher acknowledges and agrees he/she will hold the position of Exempt Part-Time 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 to 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 Exempt Part-Time Teacher Agreement.

Teacher _____

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

