

**ARCHDIOCESE OF LOS ANGELES
DEPARTMENT OF CATHOLIC SCHOOLS
PRINCIPAL EMPLOYMENT AGREEMENT – ELEMENTARY SCHOOL**

Name of School: _____

Name of Principal: _____

Dates of Employment: July 1, 20____ to June 30, 20____

TERM

1. The School (“School”) and you (“Principal”) make this Employment Agreement (“Agreement”), effective on the date below, for the period shown in the “Dates of Employment” above (“Term”). The School agrees to pay you \$_____ annually, subject to deductions required by law or permitted by this Agreement.

2. The first six (6) months of your employment as a new Principal 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 Pastor 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.

RELATIONSHIP TO THE CHURCH’S MISSION

3. The overriding mission of the School is to develop and promote a Roman Catholic School Faith Community by offering a quality elementary school 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. All your duties and responsibilities as a Principal shall be performed within this overriding commitment.

4. You recognize that the School is an apostolic ministry of the Roman Catholic Church and that the role of Principal in such a ministry is to offer a positive example and support to the students and the community. You agree to further your professional and spiritual growth by continuing to study and to aid in the Christian formation of the School’s students by exemplifying Christian characteristics in your own actions.

PERFORMANCE OF DUTIES

5. You agree to devote your full time to performing the duties of Principal. Your duties generally are as chief educational leader of the School. You have, as delegate of the Pastor, immediate responsibility for implementing the Roman Catholic philosophy of the school in its regular operation. As such, you are responsible for maintaining the School’s educational standards, administering the educational program, implementing of the School’s policies and guidelines, supervising the maintenance of the physical plant, and for school safety. You shall supervise the faculty and staff of the School, promote the spiritual and professional growth of the faculty and staff, maintain effective positive relations with the Pastor, parents, students parish, other schools, and the civic community.



6. You agree to enter upon and perform the duties of a Principal at the time, places, and for the periods prescribed by the School. You shall at all times faithfully render all of the services that may be required of and from you pursuant to the terms of this Agreement, to the reasonable satisfaction of the School.
7. At all times during the Term of this Agreement, you shall strictly adhere to all the School's rules and regulations, now or subsequently in effect, governing the conduct of the Principal and the rendition of services.
8. Performance of your duties under this Agreement shall be subject to the supervision of the Pastor and the Department of Catholic Schools over all phases of the work.
9. 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 the Principal in society or bring the Principal into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community or offend the public morals or decency or prejudices, or tend to embarrass the School, the Roman Catholic Church, or the Archdiocese of Los Angeles. 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.
10. Administrative personnel of the Archdiocese of Los Angeles will be available at reasonable times during normal business hours to discuss school problems with you and other administrative matters of particular or special interest to you.

BENEFITS

11. You acknowledge that the Archdiocese of Los Angeles Administrative Handbook is available to you online and the Archdiocese of Los Angeles Benefits Guide has been made available to you.

REHIRE, MODIFICATION AND CANCELLATION

12. Your future employment will be determined on a year-to-year basis. You agree to give written notice to the Pastor, on or before March 1, stating whether or not you wish to be rehired for the following year. The Pastor will give you written notice to you, on or before March 15, stating whether or not he intends to offer rehire you for the following year, or enter into any other type of employment relationship. You must accept the offered Agreement within five calendar days of receipt or the offer may be considered withdrawn. In the absence of notice by either party, this Agreement will lapse under its own terms.
13. You understand and agree that you have no tenure rights at the School. You further agree that the School has no obligation, express or implied, to rehire you, or to extend or renew this Agreement and no cause whatsoever is required for not rehiring you. Likewise, you are not under any obligation to seek to be rehired.



14. You agree that you shall have no right to employment or preferential treatment regarding employment at any other school located in the Archdiocese of Los Angeles, or any other Catholic school. 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 Pastor 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 Pastor.

TERMINATION

15. 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:
 - a. Incompetency or inadequacy in carrying out your responsibilities.
 - b. Any inappropriate physical or social contact with students during school or elsewhere.
 - c. Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
 - d. Unauthorized possession, sale, or working under the influence of controlled substances (except prescription medications taken as prescribed), intoxicants, or alcohol.
 - e. Threatening or causing bodily harm to others or other coercive and/or intimidating acts, any verbal or physical harassment, or noted inability to deal amicably with students, parents, faculty, administrators, or parish staff.
 - f. Dishonesty or personal conduct constituting bad example to students according to standards of the Roman Catholic Church as interpreted by the Archbishop of Los Angeles.
 - g. Modeling, teaching, or promoting behavior contrary to doctrine of the Roman Catholic Church in matters of faith and morals.
 - h. Failure to implement school disciplinary regulations as they apply either to employees or students.
 - 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 transcripts, degrees, or credentials.
 - k. Any other breach of the terms of this Agreement, including refusal to discharge responsibilities or voluntary abandonment of responsibilities.
16. Failure by the School to invoke discharge on one occasion for the commission of an offense constituting a cause for discharge shall not affect the right of the School to invoke discharge for a later or different commission of the same offense.
17. 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 Pastor. 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.

18. 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.

SEVERABILITY

19. 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

20. 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

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

DISPUTE RESOLUTION AND GRIEVANCES

22. 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.

CONDITION PRECEDENT

23. 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.



ADDITIONAL TERMS

(Principal's initials) _____ (Pastor's initials) _____

By: _____
Principal's Signature Print Name Date

By: _____
Pastor's Signature Print Name Date

Superintendent's Signature for Review

Superintendent's Signature **Dr. Kevin Baxter** _____
Print Name Date

