



**ARCHDIOCESE OF LOS ANGELES
DEPARTMENT OF CATHOLIC SCHOOLS
ADMINISTRATOR EMPLOYMENT AGREEMENT
(For 12-month Vice Principals and Assistant Principals Only)
2021-2022**

Name of School:
Name of Administrator:
Title of Administrator:

TERMS

1. The School hereby employs you (the “Administrator”) beginning on _____ and ending on _____ (the “Term”). The schedule of work days will be determined by the School. The School agrees to pay the Administrator a salary in the total amount of _____, subject to deductions required by the law or permitted by this Agreement. The salary shall be paid in **bi-weekly/semi-monthly** installments over twelve months.

Column/Step:

Base: \$ _____
Additional Compensation: \$ _____
Additional Compensation Description: _____
Total: \$ _____

SCHOOL MISSION AND MINISTRY

The overriding mission of the School is to develop and maintain a Roman Catholic School Faith Community while 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 philosophy for Archdiocesan schools is provided in Chapter IV of the Administrative Handbook which is available online. All your duties and responsibilities shall be performed within this overriding commitment to the School’s mission and ministry.

2. The Administrator acknowledges and agrees 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 are expected to model, teach, and promote behavior in conformity with the teaching of the Roman Catholic Church. Accordingly, you understand and accepts that the values of Christian charity, temperance and tolerance apply to your interactions with supervisors, colleagues, students, parents, staff and all others with whom you come in contact at or on behalf of the School.

3. While all faculty and staff are expected to model, teach and promote behavior in conformity to Christian living, you in particular serve as a model, teacher and promoter of Roman Catholic teaching. You recognize that the School is an apostolic ministry of the Roman Catholic Church and that your role in such a ministry is to offer a positive example and support to the students and the community. You agree to further your professional growth and faith formation by continuing to study and to aid in the Christian formation of the School’s students, faculty and staff by exemplifying Christian characteristics in your own actions

RESPONSIBILITIES

4. You agree to devote your full time to performing your duties as Administrator, which are set forth in the Job Description that is found in the school's Faculty Handbook or **attached as Appendix A** and is incorporated into this Agreement. As an administrator, you understand that you will be working on School premises each regular class day.

PERFORMANCE OF DUTIES

5. At all times during the term of this Agreement, the Administrator shall strictly adhere to all of the School's and Department of Catholic Schools' (DCS) rules and regulations, now or subsequently in effect, governing the conduct of the Administrator and the rendition of services.

6. Performance of the Administrator's duties under the Agreement shall be subject to the supervision of the Principal over all phases of his/her work and subject to the advice and direction of the Principal.

7. The Administrator agrees to conduct himself/herself with due regard to public conventions and morals, and agrees not to do or commit any act or thing that will tend to degrade the Administrator in society or bring the Administrator 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. For High Schools Only: The Vice Principal may be required to teach a maximum of two (2) classes per day while an Assistant Principal may be required to teach a maximum of three (3) classes per day.

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. The Administrator understands that the Archdiocese contributes to Social Security but does not participate in federal or state unemployment or disability programs.

10. The Administrator is 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. The Administrator is eligible for 15 days of paid summer vacation after having completed the first year as a school administrator and 25 paid holidays designated by the Department of Catholic Schools. The designated holidays include Christmas and Easter break. With the Principal's approval, the Administrator shall make his/her best efforts to schedule his/her summer vacation at such times as the School is not in session. Unused summer vacation time does not accrue from year to year; therefore, if the Administrator has not used all his/her 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 the Administrator's last paycheck issued under this Agreement.

REHIRE AND MODIFICATION OR CANCELLATION OF AGREEMENT

11. The Administrator is employed as an Administrator for the Term of this Agreement only. Except as provided below, the DCS and Administrator have no obligation, express or implied, to extend or renew this Agreement to re-employ the Administrator or to continue to adhere to this Agreement beyond its Term. The DCS and Principal reserve the right to transfer Administrator to other administrative or instructional positions within the School.

12. If the DCS and School do not wish to retain the services of the Administrator for an additional term following this employment agreement, the Administrator will be so notified in writing on or before May 15. If the Administrator does not wish to be considered for employment by the DCS and School for the following year, the

Administrator will so notify the Principal in writing on or before April 1. In the absence of a notice by either party, this Agreement will lapse under its own terms.

14. The Administrator may request to return to teacher status and will so notify the Principal in writing on or before April 1. If the request is granted and the Administrator is hired as a teacher for the next school year, the Administrator will be placed on the class and step appropriate to his/her education and teaching experience.

15. The Administrator 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. This Agreement is contingent upon sufficient School enrollment and the School's financial condition. In the event that the School experiences financial difficulties requiring cutbacks in operations, including staffing, the Administrator agrees that the Principal and/or President has discretionary power to make decisions regarding personnel reduction including, but not limited to, modification or cancellation 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. Failure to support and embody the mission and ministry of the School.
- c. Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
- d. Inappropriate physical or social contact with students during school or otherwise.
- e. Any criminal, immoral or unethical conduct that relates to the Administrator's duties or that brings discredit to the School, the Archdiocese or the Roman Catholic Church.
- f. Unauthorized possession of, or working under the influence of, controlled substances (except as provided by a medical prescription), intoxicants, or alcohol.
- g. Threatening or causing bodily harm to others or other coercive and/or intimidating acts, or any verbal or physical harassment, or noted inability to deal amicably with students, parents, faculty, administrators or parish staff.
- h. Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
- i. 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.
- j. Maintaining by word or act a position contrary to the ordinary teaching of the Catholic Church
- k. 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 DCS. 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 DCS. 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 or the DCS may terminate this Agreement if the Administrator is unable to perform the essential functions of his/her 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 DCS 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 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 AND GRIEVANCES

22. You, the School and the DCS agree to attempt to resolve any disputes in good faith remaining mindful that the goal of conflict resolution in the Church is reconciliation. Any unresolved disputes between the parties arising out of or in any way related to this Agreement shall be subject to the Formal Complaint Investigation Process of the Archdiocese and no claim may be filed in any other forum 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 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 an acceptable 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 DCS.

IN WITNESS WHEREOF, the parties have executed this Agreement on
_____, 2021 at _____, California.

Administrator

Principal

President (if applicable)

Pastor (Parish Schools Only)

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