

**ARCHDIOCESE OF LOS ANGELES
DEPARTMENT OF CATHOLIC SCHOOLS
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT – HIGH SCHOOL**

Name of High School: _____

Name of Executive Director: _____

TERMS

1. The School hereby employs you (the “Executive Director”) beginning on _____, 20____ and ending on _____, 20____ (the “Term”). The School agrees to pay you an annual salary in the total amount of \$_____subject to deductions required by law or permitted by this Agreement. The salary shall be paid in **semi-monthly** installments over twelve months.

Step: _____
Base from Principal’s Scale: \$ _____
Additional Compensation: \$ _____
Executive Director Stipend \$ _____
TOTAL: \$ _____

SCHOOL MISSION AND MINISTRY

2. 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 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.
3. You acknowledge and agree that the School retains the right to operate within the philosophy of Catholic education and to retain administrators 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 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.
4. 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

5. You agree to devote your full time to performing your duties as Executive Director. You are an executive of the school who is responsible to the Archdiocese [and for Parish high schools, the Pastor], and you bear the overall responsibility for the school's operation and policies, concentrating primarily on its furthering its mission; finances, development, and fund-raising efforts; care of the physical facilities; and promotional and public information. These responsibilities encompass spiritual development, realization of the school's philosophy, fiscal policy, school plant, and marketing and community relations. You maintain positive relations with pastors, parents, other schools, and the civic community. You are responsible for ensuring sufficient resources, sound fiscal management and the long-term financial stability of the school through direct oversight of the business operations, advancement/fundraising/development, marketing, alumni, community relations, student recruitment and enrollment management activities. Your responsibilities include, but are not limited, to the following areas: short-term and long-range planning; finances, budgeting, and investments; effective collaboration and partnership with the Principal; chief spokesperson for the school - promoting the reputation, values and charisma of the school; fund raising and acting as the primary liaison to the Consultative Board. Your duties are set forth in the Job Description attached to this agreement and is incorporated into this Agreement.

PERFORMANCE OF DUTIES

6. 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.
7. Performance of your duties under the Agreement shall be subject to the supervision of the Archdiocese [or the Pastor] over all phases of the work and subject to the advice and direction of the Archdiocese [or the Pastor].
8. 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.
9. The Administrative personnel of the Archdiocese (and the Pastor of a Parish High School) will be available at reasonable times during normal business hours to discuss School problems and other administrative matters of particular or special interest to you.
10. You agree to enter upon and perform your duties at the time, places, and for the periods prescribed by the Archdiocese [or the Pastor]. You shall at all times faithfully render all of the services that may be required of and from you by the terms of this Employment Agreement, to the reasonable satisfaction of the Archdiocese [or the Pastor]. The Archdiocese [or the Pastor] reserves the right to transfer you to other administrative or instructional positions within the School.

BENEFITS

11. 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.



12. 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 school administrator and 25 paid holidays designated by the Department of Catholic Schools. The designated holidays include Christmas and Easter break. You shall schedule your summer vacation at such times as the School is not in session. Under rare circumstances you may request permission to take unused summer vacation days (no more than one or two days at a time) while school is in session. 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.

REHIRE

13. You are employed for the Term of this Agreement only. You have no tenure rights or other property rights in employment at the School. Except as provided below, the Archdiocese [or the Pastor] has no obligation, express or implied, to rehire you or to continue to adhere to this Agreement beyond its Term.
14. If the Archdiocese (or the Pastor of a Parish High School) does not wish to retain your services for an additional term following this Agreement, you will be notified in writing on or before May 15. If you do not wish to be considered for employment by the School for the following year, you will so notify the Archdiocese (or the Pastor of a Parish High School) in writing on or before April 1. In the absence of a notice by either party, this Agreement will lapse under its own terms.
15. You shall have no right to employment or preferential treatment regarding employment at any other school located in the Archdiocese or any other Catholic school. Furthermore, 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. In the event that the School experiences financial difficulties requiring cutbacks in operations, including staffing, you agree 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. 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 an 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. 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 Archdiocese. 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 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 or the Archdiocese to invoke discharge on one occasion for occurrence of a matter constituting a cause for discharge shall not affect the right of the School or the Archdiocese to invoke discharge when the same or a different cause for discharge 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

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 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 a Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, the



completion of the I-9 Form, and the completion of other relevant health and document requirements of the School and the Archdiocese.

IN WITNESS WHEREOF, the parties have hereunto executed this AGREEMENT

on _____, 2018 at Los Angeles, California

Executive Director

Pastor (Parish High Schools Only)

Superintendent of Schools

