

**Diocese of Oakland
DEPARTMENT OF CATHOLIC SCHOOLS
2121 Harrison Street Suite 100
Oakland, CA 94612
510-628-2154**

**CONTRACT OF EMPLOYMENT
(Non-Probationary, Exempt, Full-Time Teaching EMPLOYEE)**

This contract is for a Full-Time EMPLOYEE who has successfully completed his or her probationary period. Unless otherwise noted, a Full-Time EMPLOYEE's status is probationary during the first two (2) years of employment as a Full-Time EMPLOYEE at a specific site and during the one (1) year of employment as a Full-Time EMPLOYEE upon transfer to a different site. There is also a two (2) year probationary period following a change in classification, for example, from Part-Time EMPLOYEE to Full-Time EMPLOYEE or from a Non-EMPLOYEE position to EMPLOYEE.

This Contract is entered into by and between _____

("EMPLOYEE") and the ROMAN CATHOLIC WELFARE CORPORATION OF OAKLAND, on behalf of _____ ("SCHOOL").

THE PARTIES AGREE AS FOLLOWS:

1. **Term of Employment and School Assignment:** SCHOOL agrees to employ

EMPLOYEE, and EMPLOYEE agrees to teach at _____

School for a term of one (1) school year, working a total of 190 days beginning _____,

and terminating on _____.

2. **Philosophy:** The mission of the SCHOOL is to develop and promote teaching the Catholic faith within the philosophy of Catholic education as implemented at the SCHOOL, and the doctrines, laws and norms of the Roman Catholic Church. All of EMPLOYEE'S responsibilities shall be performed within this overarching commitment.

3. **Duties:** EMPLOYEE acknowledges that the SCHOOL operates within the philosophy of Catholic education and retains the right to employ individuals who demonstrate an ability to serve in accordance with that philosophy. In both the EMPLOYEE'S personal and professional life, the EMPLOYEE is expected to model and promote behavior in conformity with the teaching of the Roman Catholic faith in matters of faith and morals, and to do nothing that tends to bring discredit to the SCHOOL or to the Diocese of Oakland. EMPLOYEE shall perform his/her duties as a minister and steward of principles characteristic of an educator in a Roman Catholic school, including without limitation, teaching the doctrines, principles, beliefs of the Roman Catholic Church, and conducting himself or herself in accord with these Catholic standards.

EMPLOYEE agrees to teach the grade(s) and/or subject(s) assigned by the Principal and to work cooperatively with all of the administrators and other employees of the SCHOOL. The SCHOOL reserves the right to alter teaching assignments if, in the judgment of the Principal, circumstances require such change to ensure the quality of the SCHOOL'S educational mission. EMPLOYEE'S duties shall include class preparation and teaching consistent with SCHOOL curriculum, diligent review and evaluation of student work and timely grade reporting and related communication with parents and students and, as needed, conferring with parents and students concerning academic progress. EMPLOYEE shall also attend faculty/staff meetings and conferences within the dates of this Contract, including those prior to and following the SCHOOL'S regular academic year, participate in SCHOOL activities, including liturgical activities, as requested, and complete other duties as assigned by the Principal or his/her designee.

4. **Salary and Benefits:**

(a) **Salary.** SCHOOL agrees to pay EMPLOYEE a salary of \$ _____ (subject to deductions required by law or permitted by Contract) for the term of this Contract. Payment of the stated amount shall be made as follows (check one):

_____ in twenty (20) equal semi-monthly installments

_____ in twenty-four (24) equal semi-monthly installments;

the first payment to be made on _____ and the last payment to be made on _____.

EMPLOYEE's Initials _____

(b) **Additional Responsibilities (If Any):**

Responsibility:

Additional Compensation:

_____ \$ _____

_____ \$ _____

TOTAL ADDITIONAL COMPENSATION \$ _____

Additional Responsibilities will be paid on a prorated basis in either 20 or 24 equal semi-monthly payments, as indicated in Section 3(a). Any subsequently-assigned responsibilities and compensation will be memorialized in writing, then attached to and become a part of this Contract.

(c) **Benefits.** EMPLOYEE will earn sick leave at the rate of one (1) day per month to a maximum of ten (10) days per school year. In the event EMPLOYEE'S contract is renewed, EMPLOYEE may carry over up to seven (7) days of unused sick leave per year to a maximum of twenty-one (21) days of sick leave, which is in addition to the current year's sick leave benefit. Unused sick leave is not paid to EMPLOYEE in the event of termination or non-renewal of contract. EMPLOYEE will receive other Diocesan Group Benefits (subject to the terms applicable to such benefits) as set forth on Appendix 5000 that is attached as "Exhibit A" and incorporated into this Contract.

EMPLOYEE does not earn or receive any paid vacation under this Contract.

5. **Future Contract:**

(a) **Request by EMPLOYEE:** On or before April 1 of the school year, EMPLOYEE shall give written notice to the Principal if the EMPLOYEE desires a contract for the following school year.

(b) **Offer or Notice by SCHOOL:** If the SCHOOL intends to offer the EMPLOYEE a contract for the following school year then on or before April 15th of the school year, the Principal, in conjunction with the Pastor and Diocesan Director of Human Resources, shall provide the EMPLOYEE with such contract or, if not, provide the EMPLOYEE with a written notice that it will not offer the EMPLOYEE a contract for the following school year. Any dispute concerning the decision not to offer a contract for the following year is subject to the mandatory procedures of the "Dispute Resolution Process" located at <http://www.oakdiocese.org/offices/human-resources/employment/personnel-policies-for-chanceries-and->

parishes/2012DisputeResolutionProcess.pdf and incorporated into this Contract.

6. **Termination of Contract:** Termination of this Contract before expiration of its term shall be permitted when:
- (a) **Early Termination by EMPLOYEE:** EMPLOYEE is obligated under this Contract for the full term of the school year, unless permission is given by the Principal, in consultation with the Pastor, Superintendent of Schools and Diocesan Director of Human Resources, for an earlier termination. In the event EMPLOYEE believes there is sufficient reason to justify early termination, EMPLOYEE shall request permission from Principal for early termination not less than thirty (30) days before the desired termination date. Principal's decision, in consultation with Pastor, shall be binding subject to EMPLOYEE'S right to submit the matter for resolution as provided in paragraph 8 of this Contract.
 - (b) **Termination due to School Closure or Class, Schedule or Program Termination or Consolidation:** In the event of closure of SCHOOL for any reason, this Contract shall terminate on the date of such closure. In the event that the class, schedule or program in which EMPLOYEE is teaching is terminated or consolidated, this Contract shall terminate on the date of such termination or consolidation. After consultation with the Pastor, Superintendent of Schools and Diocesan Director of Human Resources, the Principal shall determine whether a class, schedule or program is to be terminated or consolidated and, in event of consolidation, which EMPLOYEE shall be terminated.
 - (c) **Dismissal for Cause:** After consultation with the Pastor, Superintendent of Schools and Diocesan Director of Human Resources, EMPLOYEE may be suspended without pay and/or dismissed by SCHOOL for cause, which includes but is not limited to: violation of any provision of this Contract, violation of accepted academic or professional standards of conduct, failure to perform duties in a satisfactory manner, physical or mental inability to perform the essential functions of the EMPLOYEE'S position with or without accommodation and reasonable accommodation is not available, failure to follow written Diocesan or school policies, failure to teach in accordance with the doctrine and moral teachings of the Catholic Church, violation of Section 4000 in the Administrative Handbook for Catholic Schools, or any personal or professional conduct that tends to bring discredit to the SCHOOL or Diocese of Oakland.
 - (d) **Payment Upon Termination:** In the event this Contract is terminated before expiration of its term, EMPLOYEE shall receive only that portion of salary earned through the date of termination, which shall be calculated and pro-rated based upon a ten (10) month contract term.
7. **Conditions Precedent:** EMPLOYEE agrees that this Contract has conditions precedent, specifically:
- (a) EMPLOYEE must submit all required undergraduate and graduate academic transcripts and teaching credentials listed on EMPLOYEE'S application for employment;
 - (b) EMPLOYEE shall be fingerprinted and obtain Livescan clearance through the Diocese of Oakland, evidencing no disqualifying criminal history;
 - (c) EMPLOYEE shall complete an I-9 form and provide required supporting documents;
 - (d) EMPLOYEE shall satisfactorily complete any post-offer examinations reasonably required to evaluate the EMPLOYEE'S fitness for duty and
 - (e) EMPLOYEE warrants he/she is not under contract or employed with any other private, parochial or public school for any part of the period covered by this Contract.
8. **Dispute Resolution Process:** As a material condition of employment, all disputes arising between the parties to this Contract are subject to and will be resolved pursuant to the mandatory procedures of the "Dispute Resolution Process," posted on the website (<http://www.oakdiocese.org/offices/human-resources/employment/personnel-policies-for-chanceries-and-parishes/2012DisputeResolutionProcess.pdf>) and incorporated into this Contract.

____ EMPLOYEE's initials.~ My initials here certify that I have had an opportunity to read the Dispute Resolution Process and to seek counsel with regard thereto.

9. **No Tenure:** This Contract shall terminate at the end of the term of employment stated herein. EMPLOYEE does not have tenure with SCHOOL or with the Diocese of Oakland. This Contract shall not be interpreted or construed to mean that EMPLOYEE has tenure with SCHOOL or with the Diocese of Oakland.

10. **Complete Agreement:** This Contract, together with Section 4000 in the Administrative Handbook for Catholic Schools of the Diocese of Oakland and any applicable SCHOOL faculty/employee handbook, and revisions thereto, and additional responsibilities in written amendments under Paragraph 4(b), represent the complete agreement between the parties and supersedes all prior and contemporaneous written, oral and/or implied statements or agreements. In order to be effective, any amendment or change must be in writing and signed by the Superintendent of Schools. The Administrative Handbook for Catholic Schools is available to EMPLOYEE on the intranet under "CSDO/Special Conferences/Human Resources". EMPLOYEE acknowledges that he/she has received a copy of the SCHOOL's most current faculty/staff handbook and he /she understands the contents thereof.

I accept a position as a Teacher at _____ School, agreeing to each of the terms and conditions in this Contract.

Date: _____

EMPLOYEE

EMPLOYEE's Address

ROMAN CATHOLIC WELFARE
CORPORATION OF OAKLAND

By: _____
Diocesan Representative
(Pastor or Parochial Administrator)

By: _____
Principal

Exhibit A: Benefit Sheet (Appendix 5000)