

Providence Classical Christian School 2012-2013 Teacher Employment Agreement

This teacher employment agreement (the "Agreement") is entered into this 28th day of May, 2012, by and between Providence Classical Christian School, a Washington non-profit corporation ("Providence"), and **NAME** (the "Teacher"), on the terms and conditions set forth below. **This contract offer shall be null and void if the original is not signed by Teacher and returned by 6/6/12.**

Providence desires to employ the Teacher as **2nd Grade Teacher** for the 2012-2013 school year, and in so doing, Providence recognizes and affirms the ministry of teaching for you as a God-ordained vocation, and we rejoice that God has brought you to us as a "fellow laborer" in this ministry; now in consideration of the mutual agreement of the parties and the employment relationship, the parties agree as follows.

1. **Employment**

- 1.1 Providence hereby employs the Teacher and the Teacher hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of Providence's Headmaster and Board of Directors of Providence (the "Board"). The Teacher shall provide instruction to Providence's students on the courses of study assigned by The Headmaster, perform other duties as indicated below, and perform such other duties as are customarily performed by one holding the Teacher's position in same or similar schools.

2. **Term/Hours of Employment**

- 2.1 The term of this Agreement shall be for the period commencing on Monday, August 27, 2012, and ending Thursday, June 13, 2013, unless this Agreement terminated earlier pursuant to Section 7 of this Agreement.
2. The parties agree that no rights of tenure, presumption of continued employment, or right of renewal beyond this current contract term are conferred or implied by this Agreement, by any pattern of prior renewals, any Providence policies, or any other course of conduct between the parties.

3. **Compensation/Payroll Deductions**

1. Gross salary for this employment period will be **SALARY**, payable in 12 installments of \$ **MONTHLY** on the 15th of each month, beginning on the 15 of September, 2012 and ending on August 15, 2013. Salary payments shall be subject to all applicable withholding taxes and other authorized deductions or withholdings. Additional deductions may be withheld by Providence from the Teacher's pay when agreed to by Providence and authorized by the Teacher in writing. No additional compensation will be provided for attendance at additional School events, unless otherwise agreed in writing by Providence.

4. **Benefit Program**

1. In addition to the compensation the Teacher receives pursuant to Section 4 of this Agreement, the Teacher is eligible for participation in the benefit programs established by Providence upon fulfillment of the eligibility requirements for each program.
2. Additional Benefits Provided to Teacher:
- a. **Sick Leave**
Teacher may receive up to 5 (five) days of paid sick leave during the school year, to be used for self and immediate family only (not as a Personal Day). Teacher should refer to the Sick Leave policy (Section 9.11) in the Providence Policy Manual for general information regarding Teacher's use of sick leave. Should additional one-year contracts be offered in ensuing years, unused sick leave may be allowed to accumulate to ten (10) days, to be used for serious, extended illnesses only. A pro-rated payroll deduction will be made for each day absent over the allotted days for both full and part-time Teachers. Providence will not compensate Teacher for unused sick leave.
- b. **Personal and Professional Leave**

One personal day may be taken by full-time teachers with advance coordination and approval by the Headmaster. One professional day may be taken as approved by the Headmaster to attend a conference or visit another school for professional growth and development. Personal days may accumulate up to a maximum of three days. Teacher should refer to Policy Manual (Section 9.12) for more general information regarding Personal and Professional Leave.

c. Vacation Days

Teacher will receive all standard school holidays including Christmas and Spring Vacation. Teachers will avoid taking days off immediately before or after scheduled school vacation periods.

d. Tuition Discount

Teacher may receive a tuition break in proportion to the percentage of time teaching, or Full Time Equivalency ("FTE"). The maximum tuition discount for a full time teacher will be 50%. Discount is for tuition only. Fees (other than re-enrollment fee) are not subject to the discount. Discount is terminated immediately upon termination of Teacher (whether by Providence or Teacher).

e. Other Benefits

Providence may provide additional benefits to Teacher as outlined generally in the Staff and Faculty Handbook.

5. **Representations**

- 5.1 Teacher affirms that, as part of the qualifications for this position, he or she is a "born again" Christian who knows the Lord Jesus Christ as Savior. (I John 3:3; I Peter 1:23).
- 5.2 Teacher gives testimony that he or she has a sense of God's will, that teaching is his or her calling, and that teaching in a classical Christian school is God's direction for him or her.
- 5.3 Teacher accepts without verbal or mental reservations both the Providence Statement of Faith and the General Purpose and Philosophy, and is committed to upholding them.
- 5.4 Teacher will faithfully attend and support a local church whose fundamental beliefs are in agreement with the Providence Summary Statement of Faith.
- 5.5 Teacher accepts without verbal or mental reservations all applicable policies outlined in the Providence Staff and Faculty Handbook and Providence Policy Manual.

6. **Duties of the Teacher**

- 6.1 Teacher acknowledges and agrees to remain fully committed to the pursuit of a lifestyle, on and off the job, consistent with the mission and vision of Providence, compatible with historical biblical standards of morality, reflecting the message, mission, and character of Jesus Christ as determined solely at the discretion of the Headmaster and/or Board.
- 6.2 The Teacher will manifest by precept and example the highest Christian virtue and personal decorum, serving as a **Christian role model** (I Timothy 4:12) both in and out of school to pupils (Luke 6:40), parents, fellow faculty members and employees in judgment, dignity, respect, and Christian living. This includes avoiding "Gross Misconduct" which includes, but is not limited to: the use of illicit drugs; excessive (in the view of the Headmaster and/or Board) amounts of alcohol or prescription drugs; the use of pornography; and the use of vulgar and profane language as defined by the Headmaster and/or Board; and anything that violates the tenets of Scripture as exclusively defined and interpreted by the Board (Colossians 3:17; Titus 2:7-8; I Thessalonians 2:10; Ephesians 5:4; I Thessalonians 5:18, 22-23; and James 3:17-18).
- 6.3 The Teacher agrees that the Scripture dictates standards of sexual behavior. Any form of sexual immorality is forbidden and as such violates the bona fide occupational requirement of being a Christian role model. The unique roles of the male and female are clearly defined in Scripture (Romans 1:24-32). Deviation from Scriptural standards is grounds for termination. (Romans 12:1-2; I Corinthians 6:9-20; Ephesians 4:1-11, 5:3-5; I Thessalonians 4:3-8; I Timothy 4:12; II Timothy 2:19-22; I Peter 1:15-16, 2:15-17; I John 3:1-3).
- 6.4 The Teacher will strive at all times to understand, appreciate, love, and serve the pupils entrusted to him or her for instruction, and will to the best of the Teacher's ability provide for their fullest spiritual, intellectual, physical and emotional development.

- 6.5 The Teacher will maintain a classroom atmosphere that is conducive to learning. This includes maintaining a professional appearance.
- 6.6 Teacher will cooperate to the fullest extent with his or her fellow workers and Providence administration. The teacher will consciously promote unity and harmony among the staff and faculty of Providence. Concerns and complaints will be made to the proper person in a prompt manner in an attempt to follow biblical principles (Matthew 18: 15-17).
- 6.7 The Teacher acknowledges Headmaster's exclusive authority (subject to the authority of the Board) to assign duties to the Teacher. This includes, but is not limited to, assignment to room, grade, subject, and extracurricular duties. The Teacher agrees to accept all other duties assigned by the Headmaster or the elimination of any or all duties as directed by the Headmaster.
- 6.8 The Teacher shall be required to provide instruction for up to 180 school days and 10 additional days to be designated by the Headmaster. Teacher agrees to arrive at school 30 minutes prior to the school day and to remain at the school 45 minutes after classes have been dismissed (7:30am-3:30pm). Teacher also agrees to attend weekly faculty meetings, morning faculty prayer time and other such meetings, Curriculum Night, Open Houses, orientations, institutes, workshops, parent/teacher conferences, and other professional meetings required by the administration. No additional compensation will be provided for attendance at these events.
- 6.9 The Teacher understands his or her obligations under Washington law regarding child abuse reporting requirements and the Teacher agrees to fulfill those obligations.

7. **Termination**

- 7.1 A teacher new to Providence will be given an orientation period of up to ninety (90) teaching days in which to demonstrate his/her teaching ability to the satisfaction of the Headmaster. If any areas need improvement, such will be communicated to the teacher in a timely fashion so that an effort may be made to correct the deficiency before the expiration of the ninety days. Should such teaching and corrective attempts prove unsatisfactory, as determined by the Headmaster, this contract may be terminated at any point within the ninety days without further obligation by either party.
- 7.2 The Teacher may terminate his or her employment under this Agreement at any time by giving at least 60 days prior written notice to the Headmaster or Board unless a different termination date is mutually agreed upon in writing.
- 7.3 The Board or Headmaster may terminate the Teacher's employment under this Agreement at any time, with or without cause, by giving at least 30 days written notice.
- 7.4 Notwithstanding anything else in this agreement, the Board and/or Headmaster may immediately terminate the Teacher's employment, for cause, under this agreement without prior notice if at any time if Teacher engages in any conduct deemed by the Board and/or Headmaster, in their sole discretion, to be detrimental to the ministry, reputation, operations, or activities of Providence Classical Christian School. The term "cause" shall mean, but is not be limited to, any of the following as determined by the Board or Headmaster:
 - a. Teacher is unwilling or unable to perform his or her duties (except as provided by applicable laws and regulations related to disabilities or medical leave);
 - b. Teacher commits any act of fraud or dishonesty;
 - c. Teacher engages in any criminal conduct;
 - d. Teacher engages in any form of gross misconduct or sexual misconduct as defined in sections 6.2 and 6.3 above.
 - e. Teacher engages in insubordination;
 - f. Teacher engages in any conduct deemed by the Board, in its sole discretion, to be detrimental to its ministry, reputation, operations, or activities;
 - g. Teacher disagrees with Providence's Summary Statement of Faith;
 - h. Teacher breaches any of the covenants set forth in this Agreement; and

- i. The Teacher commits any act or engages in any conduct deemed to constitute cause for termination under Washington law.
- 7.5 Upon termination of employment, the Teacher's right to all further compensation under this Agreement shall cease, except that the Teacher will be entitled to receive his or her salary computed on a pro rata basis for the period ending on the last day of employment. Any benefits end on the last day of employment unless otherwise required by Washington law.
- 7.6 Providence reserves the right to relieve Teacher of his or her duties without prior notice and without cause, and pay the remainder of compensation due under this Agreement.
- 7.7 In the event of termination of the Teacher's employment (whether by the Teacher or Providence) or at the end of the Agreement term, the Teacher must return all property owned by Providence including, but not limited to, documents, records, lesson plans, and computer data relating to the Teacher's duties under this Agreement. Teacher is entitled to copies of documents, lesson plans, and computer data related to his or her duties at Providence.
- 8. **Conflict Resolution**
 - 8.1 The parties to this Agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the Biblical injunctions of I Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Any conflict or disagreement shall be referred to the Board for initial adjudication.
 - 8.2 The Teacher agrees to follow the Biblical pattern of Matthew 18:15-17 and Galatians 6:1 and always give a good report concerning all school matters. The Teacher agrees that all differences are to be resolved by utilizing Biblical principles – always presenting a united front with Providence. The Teacher agrees that appropriate confidentiality will be observed by the Teacher in regard to pupil, parent, and school matters, unless otherwise required by Washington law. (Titus 3:2; Galatians 5:15, Exodus 20:16).
 - 8.3 If after complying with the Biblical injunctions mentioned in Sections 8.1 and 8.2, the parties cannot resolve a dispute arising out of or relating to this Agreement or to any aspect of the employment relationship, including statutory claims, the parties agree they will settle the dispute by binding arbitration. The parties may agree to mediate prior to arbitration in accordance with the following terms. Mediation/arbitration shall be before a mutually acceptable person who: (i) is a practicing attorney with a minimum of ten years experience or a retired judge; and (ii) is in general agreement with the School Summary Statement of Faith. In the event that the parties cannot agree on such a person, each shall suggest two qualified persons and the two shall agree on one such qualified person to be the sole mediator or arbitrator. The arbitrator need not be the same person as the mediator. The parties hereby incorporate, and the arbitration shall follow, the procedures of chapter 7.04 RCW. Additionally, the arbitrator shall have the authority to order such discovery, by way of deposition, interrogatories, document production, or otherwise, as the arbitrator considers necessary to full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The parties shall evenly split the costs of both mediation and arbitration. In the event this clause is breached, the prevailing party shall be entitled to attorney's fees and the costs of enforcing this clause.
- 9. **Waiver of Breach**
 - 9.1 Providence's waiver of a breach of any provision of this Agreement by the Teacher shall not operate or be construed as a waiver of any subsequent breach by the Teacher. No waiver shall be valid unless in writing and signed by the Board or Headmaster.
- 10. **Continued Employment not Implied**

- Providence Classical Christian School, 21500 Cypress Way, Lynnwood, WA 98036
Providence Classical Christian School has been classified as a 501(c)(3) Organization

By: _____, Teacher _____ Date _____