

**LOYOLA UNIVERSITY CHICAGO OPPORTUNITIES IN CATHOLIC EDUCATION  
(LU CHOICE) PROGRAM  
SCHOOL AGREEMENT**

This Agreement made and entered into this day of June, 200, by and between (the "School") and Loyola University of Chicago, an Illinois not-for-profit corporation (the "University").

WHEREAS, the University is sponsoring the Loyola University Chicago Opportunities in Catholic Education Program ("LU CHOICE" or "LU CHOICE Program"), which is a service-based teacher training/certification program for persons who seek to work in an urban Catholic school setting in Chicago and obtain a master's degree from the University ("LU CHOICE Teacher"); and

WHEREAS, the School desires to participate in LU CHOICE for the 2006-07 academic term (the "Term") by employing LU CHOICE Teachers as teachers in the School, subject to meeting position requirements and approval by appropriate school officials.

NOW, THEREFORE, the School and the University agree as follows:

1. Responsibilities of the University:
  - a. The University agrees to refer a LU CHOICE Teacher candidate(s) to the School for employment as a teacher during the Term.
  - b. The LU CHOICE Teacher(s) shall be enrolled in the University's Masters Degree Program at the University's School of Education (the "Degree Program") during the Term. The University shall promptly notify both the LU CHOICE Teacher and the School of a LU CHOICE Teacher's failure to complete the requirements of the Degree Program, including any failure to comply with standard University policies and procedures.
  - c. The University will hire a LU CHOICE Program Director who will assist the LU CHOICE Teacher(s) with their participation in the LU CHOICE Program by acting as a liaison between the LU CHOICE Teacher(s), the University's School of Education, and the School.
  - d. The University will hire a Supervisor of Student Teaching who will visit the LU CHOICE Teacher, at the School, several times each semester and evaluate and provide feedback to the LU CHOICE Teacher.

2. Responsibilities of the School:
  - a. The School will interview and/or screen LU CHOICE Teacher candidates referred to it by the University to determine whether such candidates meet the School's position requirements and other hiring criteria and will be responsible for deciding whether it will hire a LU CHOICE Teacher candidate. The School will notify the University of any LU CHOICE Teacher(s) to whom it has offered employment. The School shall sign a teaching contract with each of the LU CHOICE Teachers that it hires during the Term (the "Teaching Contract"). The form of contract used shall be the standard form teacher contract prepared by the Archdiocese's Office of Catholic Schools.
  - b. In the event of an apparent breach of the Teaching Contract by a LU CHOICE Teacher, the School shall promptly notify both the LU CHOICE Teacher and the University of such apparent breach.
  - c. LU CHOICE Teachers shall be paid an annual salary of \$16,000 during the Term by the School with whom he/she has entered into a Teaching Contract, plus any employee benefits mandated by federal or state law or Archdiocesan policy, and the School shall withhold all taxes as required by law and any Archdiocesan required employee co-payments for health insurance and other benefits. The salary shall be paid in installments, consistent with the payment schedule for the School's regular teaching staff.
  - d. The School shall pay to the University the sum of \$5,200 during the Term for each first year LU CHOICE Teacher that it employs and \$6,700 for each second year LU CHOICE Teacher that it employs. (The fee is the difference between the LU CHOICE Teacher salary and the salary for a first year Lay – Lane II teacher with a BA and a second year Lay – Lane II teacher with BA + 15 in the Archdiocese.) Such amounts shall be used by the University to cover the educational and administrative costs of the University for the LU CHOICE Program. These amounts shall be paid by the School to the University in installments, consistent with the payment schedule for the Schools' regular teaching staff.
  - e. In-School Mentor Teacher(s): The School's principal will select In-School Mentor Teacher(s) to serve as professional mentors and to lend their guidance and expertise to the LU CHOICE Teacher(s).
  - f. Employee relations of School personnel, including LU CHOICE Teachers and In-School Mentor Teachers, shall be the School's

responsibility. School shall be solely responsible for, and shall indemnify and hold harmless the University from the compensation, payroll taxes, unemployment insurance, workers' compensation and similar benefits and charges for such School personnel and the acts or omissions of such School personnel. School shall comply with all applicable laws and regulations related to the employment and compensation of School personnel.

- g. LU CHOICE teachers will need to be off on October 20, 2005 and May 4, 2006 to attend the LU CHOICE fall and spring retreats.
  - h. Jobs (part-time or other), outside of LU CHOICE assignments, are not permitted. LU CHOICE teachers may participate in other activities as part of their service commitment. With communication or discussion between the school principal, LU CHOICE staff and LU CHOICE teacher, other service to the school such as coaching, student council, etc. may be permitted if it is feasible and does not unduly hinder teaching and/or community responsibilities. If it is agreed that the teacher will participate in any of the above or similar activities, any money that would be paid to the teacher is to be used instead by the school to purchase supplies for the teacher's classroom.
3. Both parties agree to the following:
- a. Removal from the LU CHOICE Program:
    - i. A LU CHOICE Teacher's failure, dismissal or withdrawal from the Degree Program shall result in that teacher's removal from the LU CHOICE program. Removal from the LU CHOICE program shall be viewed as independent from any mutual obligations arising out of the Teaching Contract formed between a LU CHOICE teacher and his/her LU CHOICE School.
    - ii. A LU CHOICE Teacher's failure to substantially comply with the University's standard policies and procedures and the Program Handbook may result in that LU CHOICE Teacher's removal from the LU CHOICE program. The decision whether to remove a LU CHOICE Teacher from the LU CHOICE program shall be at the discretion of the LU CHOICE Program Director. Removal from the LU CHOICE program shall be viewed as independent from any mutual obligations arising out of the Teaching Contract

formed between a LU CHOICE Teacher and the LU CHOICE School.

- iii. Upon a LU CHOICE Teacher's removal from the LU CHOICE Program and/or upon termination of this Agreement for any reason, all payments that would have been made to the University by the School to cover educational and administrative costs for the LU CHOICE Teacher beyond the date of removal or termination shall then be payable to the LU CHOICE Teacher for the duration of his/her Teaching Contract.
- b. Neither party shall, in connection with any aspect of its performance pursuant to this Agreement, discriminate against any person by reason of race, color, religion, national origin, age, gender, sexual orientation, physical or mental disability, marital or veteran status or any other characteristic protected by applicable law.
- c. The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 with respect to educational records in its possession regarding the LU CHOICE Teachers.
- d. This Agreement may be terminated by either party if the other party fails to cure a breach of any material term of the Agreement within ten calendar days of receipt of a written notice of the breach from the other party. In addition, either party may terminate this Agreement by giving sixty days' prior written notice to the other party. Notices required by this subsection shall be sent by hand-delivery, facsimile, overnight mail or certified or registered mail to the individual signing this Agreement on behalf of the other party.
- e. This Agreement shall in all respects be subject to, governed by, and construed in accordance with the laws of the State of Illinois. Neither the University nor the School may assign this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be void. This Agreement contains all the terms and conditions to which the parties have agreed and supersedes any and all prior understandings, agreements, promises, warranties and representations, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only upon the mutual written agreement of the parties.

For Loyola University of Chicago:

Signature: \_\_\_\_\_

Name: Lee Hubbell

Title: Director

Date: \_\_\_\_\_

For School:

Signature: \_\_\_\_\_

Name:

Title: Principal

Date: \_\_\_\_\_