

CONTRACT FOR A TEACHER OF A CATHOLIC SCHOOL

This contract is made on _____ (date), by _____ Parish/School, of _____ (address), _____ (city), Wisconsin, hereinafter designated as the Employer and _____ (Teacher) hereinafter designated as the Teacher (Employee).

THE TEACHER AGREES:

1. To work cooperatively and be accountable to _____ (Principal). To teach and supervise the grade, grades or courses assigned by the Principal and to perform the other duties or responsibilities involved in said assignment. To devote his/her knowledge, skill and efforts to the performance of his/her duties as teacher and to follow other duties and directives assigned by the Principal, which may include but are not limited to the following: participating in and attending Mass with students; praying with and leading students in prayer; leading and/or assisting in Liturgy and Mass planning; and preparing students for participation in Mass, sacraments and other religious activities.
2. To attend and participate in school faculty meetings during or outside of regular school hours, and such other professional meetings as might be called by school authorities.
3. To comply with the Catholic teacher educational preparation and certification requirements of the Archdiocese of Milwaukee and State of Wisconsin educational preparation.
4. To provide leadership in maintaining a Catholic atmosphere in character development and religious training and to contribute to a desirable climate conducive to learning.
5. To observe policies and procedures of the local Parish/School, as well as the policies and regulations of the Archdiocese of Milwaukee.
6. To know, teach, and act consistently in accordance with the mission and policies of the Parish/School, tenets of the Catholic Church and Code of Ethical Standards for Church Leaders. To model and teach Catholic religious and moral values, and to perform all duties and responsibilities with an overriding commitment to developing a Catholic School faith community in accordance with the doctrines, laws and norms of the Catholic Church.
7. To further his/her own professional growth and: to maintain proper certification /licensure according to Parish/School Policy, Archdiocesan policies and the WI Department of Public Instruction; or obtain certification/licensure pursuant to Archdiocesan policies.

THE PARISH/SCHOOL AS EMPLOYER AGREES:

1. That the employer pay the teacher a yearly salary of \$ _____ subject to deductions required or allowed by law. Salary payments shall cease upon contract termination or reduction in force. The salary shall be paid in installments as follows:
_____.
2. That when a teacher is unable to work due to illness or funeral leave, a paid leave will be provided as specified by local Parish/School policy. Such paid leave is limited by Parish/School policy, but will provide a minimum of five days paid leave in any one school year for a full-time teacher. The Parish/School will pay a substitute teacher in the case of such absence.
3. For absence other than specified under local personnel policy, deduction may be made from the teacher's salary at a rate of 1/_____ of his/her yearly salary for each day of absence. The number of workdays shall be considered _____ days.
4. That the teacher, except for a probationary teacher, shall not be discharged without good and sufficient cause which shall be determined by the employer. Continued unsatisfactory work or conduct shall be considered one such justifiable reason for discharge. Other justifiable grounds for discharge include, but are not limited to: failure to comply with contractual obligations or Parish/School policies; inability to teach; inability to provide appropriate supervision for students/children/youth; frequent absenteeism; unreasonable tardiness; unprofessional behavior; inability to deal amicably with students, parents or staff; and conduct not in keeping with Catholic principles.
5. In the event that the employer shall terminate the non-probationary teacher's employment before the expiration of the term of this contract, the employer should follow procedures as outlined in the Archdiocesan policy 4530: Termination of Employees and/or Parish/School local policy.
6. In the event that the employer terminates the teacher's employment, the teacher shall have the right to voluntarily pursue the Grievance Procedures as stated in local Parish/School policy and/or Archdiocesan policy 4540: Employment Grievances. Pursuit of such grievance shall not delay the effective date of such termination.

BOTH PARTIES AGREE:

1. That the first two one-year contracts with a parish/school are collectively deemed to constitute a two-year probationary period, and either contract can be terminated by the employer with or without cause at any time during such period.
2. That a regular program of supervision and evaluation should be followed, Archdiocesan Policy 4510: Evaluation of Parish and School Personnel.
3. That both parties will teach and act consistently in accordance with Catholic doctrine and Catholic moral and social teaching, and that as a Teacher, Employee is a ministerial leader and plays a vital role in carrying out the mission of the Parish/School and Catholic Church.
4. That if, as to any contract following the initial two one-year contracts, the employer or the non-probationary teacher shall be unwilling to renew that contract for the following school year, either party shall provide written notice to the other on or before April 15th. Archdiocesan Policy 4531: Non-Renewal of Contract should be followed.
5. That any non-probationary teacher contract that is offered for the next school year should be offered by _____ (date), and if accepted by the teacher, signed and returned to the school by _____ (date).
6. This Contract (unless the initial two contracts) shall be terminated or altered only by mutual agreement in writing signed by both parties, (except as noted in #4, #5, and #6, "The Parish/School as Employer Agrees" or #10, Both Parties Agree).
7. This Contract is made solely between the undersigned parties and constitutes the entire understanding with respect to the subject matter therein. There are no restrictions, promises, covenants or undertakings other than those expressly set forth or incorporated by reference herein. This Contract supersedes all prior negotiations, agreements and undertakings between the parties with respect to such subject matter. Any changes or additions, i.e., addendums to this contract must be made in writing and signed and dated by both parties.
8. The Employee agrees that the sum of \$1,500 will be a fair and reasonable sum to compensate the employer for damages (e.g. damages in the form of time, effort and financial reimbursement to pay and secure substitute staff) it may incur as a result of the employee's termination of this contract at any time during the contract period. However, if the employee submits a written resignation 30 days or less prior to the commencement of the contract, the fee due to the employer will be \$1,000. The employee agrees that the employer may deduct such liquidated damages from wages due but not yet paid, and that the amount of liquidated damages will be more significant once the contract has commenced.
9. If reduction in force becomes necessary during the term of this contract, the Principal should use written procedures and criteria as currently approved by the employer as specified under local personnel policy and/or Archdiocesan policy 4532: Reduction in Force.
10. Parish/School has a right to amend, suspend or terminate the contract and/or any individual term of the contract for any reason, circumstance, or event beyond Parish/School's control, In the event that this Contract is amended, suspended, or terminated pursuant to this provision: Parish/School shall provide written notice to Employee as soon as practicable. Such amendment, suspension or termination shall not constitute a breach of contract by Parish/School, and Parish/School shall not be responsible to Employee for any loss resulting from the amendment, suspension or termination, or any failure to perform any terms or conditions of the Contract, except that parish/School shall be responsible for payment of wages for work actually performed based on the "per day" rate identified in the Contract.

This contract shall commence on _____ (date) and shall end on _____ (date).

In witness whereof the parties hereto have affixed their signature this _____ day of _____ (date) for and on behalf of the parties they represent.

PARISH/SCHOOL

TEACHER

By:

PASTOR/PARISH DIRECTOR/PRESIDENT

IF A RELIGIOUS, COMMUNITY REPRESENTATIVE

PRINCIPAL