

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 of the school 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 such other duties assigned from time to time by the principal.
- 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 for improving and/or coordinating the work of the teacher in the school.
- 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 in order that a desirable climate conducive to learning exists.
- 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 of the parish/school and tenets of the Catholic Church.
- 7. To maintain proper certification /licensure according to Archdiocesan policies and the WI Department of Public Instruction, and to further his/her own professional growth.

THE PARISH/SCHOOL AS EMPLOYER AGREES:

- 1. That the employer pay the teacher a yearly salary of \$_____ subject to deductions required 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 work days 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: 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, 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 4119: Termination of Contracted Employee.
- 6. In the event that the employer shall terminate the non-probationary teacher’s employment on good cause. The teacher shall have the right to voluntarily pursue the Grievance Procedures as stated in local parish/school policy and/or Archdiocesan policy 4135.4: 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 4117: Evaluation of School Personnel.
- 3. That both parties will teach and act consistently in accordance with Catholic doctrine and Catholic moral and social teaching.
- 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 4119.2 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”).
- 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 should 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 shall use written procedures and criteria as currently approved by the employer as specified under local personnel policy and/or Archdiocesan policy 4112.1: Reduction in Force.

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	