

**Diocese of Madison
Office of Catholic Schools**

TEACHER CONTRACT COMMENTARY

This Teacher Contract Commentary (the “Commentary”) is considered to be part of the “Teacher Contract of Employment” (the “Contract”), and is intended to further explain and illustrate the meanings of each section of the Contract and the parties’ corresponding duties and obligations.

1. Duration:

This section defines the term of the Contract. Teachers are typically contracted to perform work during the entire school year. In addition, teachers are typically contracted to perform work on several days before the beginning of the school year, as well as on several days after the conclusion of the school year.

2. Notice of Reemployment:

The teacher must be notified by April 1 of the current Contract year if the employer will not be offering her/him a Contract for the following school year.

3. Written Contract:

Once a Contract is issued for the following year, the teacher has 15 calendar days to return a signed version from the date he/she first received the Contract.

Note: If a Contract is not signed and returned within 15 calendar days of receipt, it is declared null and void, and the employer is under no obligation to provide employment to the teacher for the following school year.

4. Salary:

This section specifies the amount of the salary to be paid and the manner in which it is to be paid. If the salary is paid out over twelve (12) months, the teacher will receive certain pay during time when s/he is not under contract. (For example: A Contract runs from August 15 in one calendar year to June 15 of the following calendar year, however the teacher is paid in 24 installments, one installment every other week over twelve months. This means that, in the case of a twelve-month payment schedule, the teacher will receive paychecks in late June, July and early August. The teacher would not be under Contract at those times because the old Contract would have ended and the new Contract would not yet have begun.)

5. Additional Benefits:

Any employment benefits in addition to salary are described in this section.

6. Leave:

This section specifies the type of leave (if any) provided to the teacher during the duration of the Contract, and addresses the terms under which any leave may accumulate and/or the amount of compensation to which the teacher may be eligible in the event he/she accumulates but does not use leave.

7. **Teacher Responsibilities and Obligations:**

The teacher is responsible for fulfilling all of the obligations listed in this section, including, but not limited to: teaching, both in-person and online, subject(s) and grades as assigned by the principal, and undertaking all other duties and/or responsibilities as assigned by the principal. Examples of such other duties and/or responsibilities include, but are not limited to: lunch duty, recess duty, bus duty, and moderating/assisting with extra-curricular activities.

Paragraph A: The teacher must attend all faculty meetings, trainings or other meetings called by the principal even if they are held outside of regular school hours.

Paragraph B: All teachers should read, understand and teach pursuant to the policies of the Diocese of Madison, which this Paragraph binds them to follow and uphold. One example of such a policy is the Catechetical Policy requiring Seat of Wisdom Certification. In addition, all teachers should read, understand and teach pursuant to all other policies promulgated by his/her employer.

Paragraph C: This Paragraph obligates teachers to teach the Catholic faith by integrating it into all academic subjects (i.e., reading, math, science, etc.). It also obligates teachers to participate in school liturgical activities including, but not limited to, Mass, Adoration, Stations of the Cross, etc. Finally, teachers are obligated to participate in Catechetical formation according to diocesan policy. This includes completing the annual *Franciscan at Home* workshops *Metanoia Retreats* as part of the SOWDI program. By so participating and teaching, the teacher acts in the capacity as a minister of the Catholic faith to his/her students.

Paragraph D: This Paragraph binds teachers to act as moral persons in accord with Catholic doctrine and Church teaching, as well as all applicable federal, state and local laws.

As the mission of Catholic schools is rooted in the Catholic faith, all teachers agree to know, promote and abide by the moral teachings of the faith, even if the teacher him/herself is not Catholic.

Teachers who are Catholic have the added obligation to follow the Precepts of the Church. These are:

1. Attendance at Mass on Sundays and Holy Days of Obligation
2. Sacramental confession at least once a year
3. Reception of Holy Communion at least once a year in the Easter season
4. Observance of the days of fast and abstinence
5. Providing for the needs of the Church

Following are some of the most common behaviors that violate this Paragraph, without regard to whether the teacher is Catholic. (Please note that this list is illustrative only, and should not be considered as all-inclusive.)

- Participating in an adulterous relationship
- Engaging in sexual relations outside of marriage

- Openly speaking (including on social media, or through any other kind of communication) or acting in a manner that condones or promotes any one or more of the following examples of immoral behavior:
 - abortion (for example, support for Planned Parenthood)
 - the use of artificial contraception
 - pre-marital sex or sex outside of marriage
 - same sex unions or a LGBTQ lifestyle (for example, displaying rainbow flag)
 - transgender ideology – transitioning to the opposite sex
 - the use of in-vitro fertilization as a means to conceive children
 - cohabitation (living with boyfriend or girlfriend outside of marriage)
 - euthanasia
 - illegal drug use
 - illegal or inappropriate consumption of alcohol
- Participating in immoral behavior, including, but not limited to, the examples identified immediately above
- Speaking or acting in a manner that creates Scandal. “Scandal” is defined as an action, omission or speech that leads another person to sin.
 - For example, Scandal includes an individual who posts inappropriate photos or comments using social media of any of the following . :
 - partying, drinking alcohol, appearing to be intoxicated
 - lewd and lascivious behavior
 - swearing, violent or threatening language or photos
 - sexually suggestive or explicit photos or content
 - posts about personal relationships

Paragraph E: The requirements identified in Paragraph E are contained in the Diocesan Policy Handbook and in various locations on the diocesan website. It is incumbent on the teacher to stay apprised of and comply with these policies.

A teacher’s violation of any one or more of the foregoing Paragraphs may lead to discipline, up to and including termination of employment.

8. **Discharge of Probationary Teacher:**

This section applies only to Contracts issued to teachers with respect to their first two years of employment with a parish. During that time, a teacher may be discharged for any reason whatsoever at the sole discretion of the employer.

9. **Discharge of Non-Probationary Teacher:**

As set forth in this section, the employer can, in its sole discretion, terminate a non-probationary teacher (i.e., a teacher with more than two years of employment with the parish) for any reason, so long as the reason is not arbitrary and capricious. This section also provides examples of potential reasons for discharge of a non-probationary teaching, which include, but are not limited to, unsatisfactory performance.

10. Elimination of Position:

The employer may eliminate a teacher's position for any reason(s) whatsoever in its sole discretion. This section clarifies how the teacher shall be notified and may be compensated in the event of a position elimination that is not related to a teacher's performance.

11. Parish Governance:

This section is in accord with Church and Wisconsin law.

12. Alteration and Termination:

This section allows for the alteration of the Contract should such alteration become necessary or desirable. The mutual, written consent of both parties is necessary for such alteration. This section also allows for the termination of the Contract with the written, mutual consent of both parties.

13. Dispute Resolution:

This section follows traditional Church procedure for handling conflict situations. Neither party can pursue redress in a Court of Law unless this section has been followed.

14. Entire Agreement and Severability:

Among several other things, this section identifies the document(s) that comprise the Contract, and emphasizes the need to commit all agreements to writing.

15. Addendum:

The addendum (if any) may specify any additional benefits, duties or obligations not specified elsewhere in the Contract. Once signed by both parties, it is considered to be part of the Contract.