

TEACHER CONTRACT OF EMPLOYMENT

CONTRACT made and executed by and between [parish] \_\_\_\_\_

of [address] \_\_\_\_\_, [city] \_\_\_\_\_, Wisconsin, (hereinafter "parish"), and [teacher name] \_\_\_\_\_, (hereinafter "teacher"), as follows:

- 1. DURATION. This contract shall be in effect from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ a period of a maximum of \_\_\_\_\_ days as determined by the school calendar.
2. NOTICE OF REEMPLOYMENT. The parish shall notify teacher in writing on or before April 1 of the year in which this contract expires, if the parish will not be issuing a written contract to teacher for the same duration for the next school year.
3. WRITTEN CONTRACT. At such time as a written contract may be offered to teacher by parish, the teacher shall return the contract to parish within 15 calendar days. If the contract is not returned within 15 calendar days, it shall be null and void and no obligation on the part of the parish shall exist to employ teacher for the next school year.
4. SALARY. In consideration for services properly rendered, parish shall pay teacher a yearly salary of \$\_\_\_\_\_ subject to deductions required by law and other deductions agreed upon in this contract. The salary shall be paid as follows: \_\_\_\_\_
5. ADDITIONAL BENEFITS. In addition to salary, parish hereby agrees to pay to or on behalf of teacher the following (if none, so state):
Premium for medical insurance up to \_\_\_\_\_
Retirement \_\_\_\_\_
Professional Development \_\_\_\_\_
Other \_\_\_\_\_
6. LEAVE. At the beginning of this contract, teacher shall accrue \_\_\_\_\_ sick leave days without loss of pay, cumulative to a total of \_\_\_\_\_ days, for teacher's personal illness, or for other reasons as defined in the parish Employee Handbook or an Addendum, if any, to this Contract. The principal or pastor shall have the right to request verification of teacher's condition. At the beginning of this contract, teacher shall also accrue \_\_\_\_\_ personal leave days without loss of pay, noncumulative, for the illness or death of a member of teacher's family, including their spouse, child, parent, grandparent, brother, sister or any other relative living in teacher's household, or for other reasons as defined in either an Addendum to this Contract, or the Employee Handbook. Teacher shall notify the principal or pastor immediately upon learning of the event necessitating personal leave. If teacher ceases this employment for a reason other than discharge, teacher [ ] shall or [ ] shall not receive compensation for accumulated sick leave. If such compensation is paid, it shall be paid at the rate of \_\_\_\_\_% of teacher's daily wage for each day of accumulated sick leave. (The daily wage is calculated by dividing teacher's annual salary by the number of contracted work days.) For absences other than those enumerated above, a deduction may be made at the rate of 100% of teacher's daily wage for each day of absence and, notwithstanding that parish may deduct such salary, parish shall not be prevented from taking other disciplinary action, including discharge, against teacher.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on \_\_\_\_\_, 20\_\_\_\_, for and on behalf of the parties they represent.

THIS CONTRACT INCLUDES ALL OF THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE AND THE ATTACHED ADDENDUM, IF ANY. TEACHER ACKNOWLEDGES HE/SHE HAS READ SAID PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS CONTRACT.

For the Parish:

Pastor \_\_\_\_\_ Date \_\_\_\_\_ Teacher \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_ Date \_\_\_\_\_

Approved by:

Parish Trustee \_\_\_\_\_ Parish Trustee \_\_\_\_\_ Religious Supervisor (if applicable) \_\_\_\_\_

## ADDITIONAL CONTRACT PROVISIONS

7. **TEACHER RESPONSIBILITIES AND OBLIGATIONS.** In addition to teaching, both in-person and online, and supervising the grades or courses assigned by the principal and performing other duties or responsibilities, including extracurricular activities, as directed, teacher shall:
  - A. Attend and participate in faculty meetings during or outside of regular school hours and such other professional meetings as might be called for improving and/or coordinating the work of teacher in the school.
  - B. Be subject to, and teach and act consistently with, all policies, rules, regulations, and other official ways of the Diocese of Madison, Office of Catholic Schools, and local parish now in force and as may be hereinafter enacted.
  - C. Fulfill the duties of a minister of the Catholic Church including integrating the Catholic faith into all subjects taught, participating in school liturgical activities and completing annual catechetical activities (SOWDI) per diocesan policy.
  - D. Conduct himself or herself as a moral person who upholds the highest standards and ecclesiastical teachings of the Catholic Church and laws of the State of Wisconsin and acts accordingly at all times. Teachers professing to be Catholic shall follow the Precepts of the Church, including Mass attendance on Sundays and Holy Days of obligation.
  - E. Comply with the requirements of the Office of Catholic Schools, Diocese of Madison, and the State of Wisconsin requiring the educational preparation of teachers now in force and as may be hereinafter enacted by said bodies.
8. **DISCHARGE OF PROBATIONARY TEACHER.** Teacher shall be on probationary status for the first two years of employment with the parish. During said period this contract may be terminated and teacher discharged at the parish's sole discretion, and the protections provided by paragraphs 9 and 12 shall not apply.
9. **DISCHARGE OF NONPROBATIONARY TEACHER.** Teacher, if he or she has more than two years of teaching experience with the parish, may not be discharged during the term of this contract for arbitrary and capricious reasons. Unsatisfactory performance or conduct shall be considered justifiable grounds for discharge. By way of illustration and not limitation, the following shall constitute unsatisfactory performance or conduct: inability to teach; inability to control or discipline the class or classes taught or supervised; general incompetence; absenteeism; unexcused tardiness; unprofessional or uncooperative attitude; inability to deal amicably with students, parents, principal, pastor, parish education commission/school board, or parish trustees; engaging in conduct not in keeping with the ecclesiastical teaching of the Catholic Church; or failing to comply with other provisions of this contract.
10. **MODIFICATION/TERMINATION OF EMPLOYMENT TERMS/CONTRACT.** Notwithstanding any other paragraph, if parish eliminates teacher's position due to declining enrollment, school closure, or other reasons unrelated to teacher's performance, parish reserves the right to terminate this contract; provided that parish shall give teacher 30 days advance written notice, by personal delivery or mail, of any such termination and further provided that parish may, depending on the circumstances and in its sole discretion, grant teacher up to 30 days severance pay. This contract may be modified or terminated by mutual written agreement of the parties.
11. **PARISH GOVERNANCE.** All decisions regarding the interpretation and implementation of this contract shall be made and implemented by the pastor and trustees.
12. **ALTERATION AND TERMINATION.** This contract may be modified, amended, or terminated by mutual agreement of the parties. Notwithstanding the previous sentence, if parish terminates this contract, it shall give written notice of the termination to teacher by personal delivery or mail and, in such event, parish may, depending on the circumstances and in its sole discretion, pay teacher up to 30 days severance pay.
13. **DISPUTE RESOLUTION.** Disputes pertaining to the interpretation and application of the provisions of this contract shall first be discussed and a solution sought at the local parish level. If further recourse is needed, the matter shall be referred by either party to the superintendent of the Office of Catholic Schools, Diocese of Madison, for review.
14. **ENTIRE AGREEMENT AND SEVERABILITY.** This contract consisting of two sides, the attached *Teacher Contract Commentary*, and addendum, if any, contains and embodies the full employment agreement between the parties and no provisions, representations or promises, either express or implied, other than those set forth herein are binding on any party. Any modifications, omissions or additions to this contract shall only be binding if reduced to writing and signed by the parties hereto. If any provisions or part of a provision of this contract is held to be invalid by operation of law or by any court, or if compliance with or enforcement of any provisions or part thereof should be restrained by any court, the remaining provisions of this contract shall not in any way be affected thereby.