Contract for Teachers, Parish Based Schools
at _____ School, City of _____
a Catholic School in the Diocese of Erie
for the 20___-20___ School Year

THIS AGREEMENT, entered into this _____day of _____, 20_____ between _____and _____ School/System, provides as follows:

1. The teacher recognizes the religious nature of the Catholic Schools and agrees that the employer has the right to dismiss a teacher for immorality, public scandal, or public rejection of the official teachings, doctrine or laws of the Roman Catholic Church, or for any other cause, including but not limited to incompetency, insubordination, intemperance, cruelty, unsatisfactory performance, persistent and willful violations of school laws and rules (including policies of the school), persistent and willful negligence, or avocation of un-American activities, thereby terminating any and all rights that the teacher may have hereunder, subject, however to the personal due process rights promulgated by the Roman Catholic Church.

2. The teacher shall observe and support the teachings and doctrine of Catholic education and shall abide by all the rules and regulations of the school/system and those of the Catholic Schools Office of the Diocese of Erie, which are incorporated herein by reference and made part of this contract.

3. The teacher shall serve this school/system in the position and in the specific duties assigned by the principal, including professional in-service workshops during the 20___-20___ school year, with contracted dates of employment as specified herein. The teacher shall discharge this assignment to the satisfaction of the pastor/president, principal, and in conformity with canon law and diocesan policies.

4. In consideration of such service, the school agrees to pay the teacher an annual salary of $_____ on a bi-weekly basis for ___ pays per school year, beginning with the first payroll date on _____. Payment shall be subject to deductions for Social Security and Income Tax (for lay personnel only). A day's salary shall be computed at 1/186th of the annual salary minus deductions.

5. Should "separation from service" occur prior to the end of the school year, no further salary shall be paid. In the event a separation from service occurs before the end of the 12-month payment period, the teacher will be entitled to an additional payment for the amount teacher actually earned from the beginning of the 12-month pay period until the date of the teacher's separation from service, but which has not yet been paid. This additional payment will be included in the teacher's final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the U.S. Treasury Regulations.

6. In addition to the performance of their duties and in further consideration of the salary and other benefits provided herein by the school/system, the teacher agrees to provide the school/system a minimum of two weeks' notice (ten (10) school days) of the teacher's intention to resign from the position assigned pursuant to this Contract.

7. The teacher recognizes the unique nature of the position and that the school/system has relied upon the teacher's credentials and certification in making its employment decision for the school year specified. Thus, in the event the teacher terminates employment without the notice required, teacher acknowledges that the school/system shall be entitled to recover, as liquidated damages, an amount up to $_____, which amount shall be calculated as the costs of a substitute teacher for the number of days, up to ten (10) days, until a replacement can be hired, and the costs associated with advertising the position vacancy.

8. The school agrees to allow the teacher _____days of leave with pay per year ("sick days"), cumulative to a maximum of 35 days, provided that such leave is used only for personal illness or for any critical illness of a member of the teacher's immediate family, which is defined as the teacher's spouse, child, parent, or other relative residing in teacher's household. A teacher at maximum sick days may turn their 10-additional unused sick days for the current year into one personal day for the next contract year.

9. In addition to any personal days accrued by converting sick days, teacher will receive one personal day a year (cumulative to a maximum of 2 days), to be used for the conduct of personal business or appointment that cannot be scheduled outside of normal work hours.

10. The school/system will make available to the teacher five bereavement days a year (with no carry-over from year-to-year) with pay to be used for the death, funeral, and/or memorial service for the teacher's spouse, child, parent, sibling, grandchild, son-in-law, daughter-in-law, parent-in-law, or other person residing in the same household. One day bereavement leave with pay will be available for the death of the teacher's grandparents, aunts, uncles, and other in-laws to attend the funeral.

11. This Contract may become null and void at the discretion of the employer in the event of permanent school closure or consolidation, insufficient student enrollment, cancellation of classes, loss of funding, natural disasters, pandemics, epidemics, and other Acts that are beyond the control of the employer.

12. The teacher shall fulfill the requirements of the Spiritual Journey for Catechists for elementary and middle school teachers.

13. The teacher acknowledges that, as an educator in a Catholic school, (his/her) responsibilities include providing a daily example of Christian values, regardless of (his/her) faith or the subject matter taught. Additionally, teachers will participate in school-sponsored liturgical activities during the course of the academic year and are expected to assist in the formation process for students, either directly, or by the incorporation of Catholic teachings and values in their classroom activities.

14. The school term shall be a minimum of one hundred and eighty-six (186) days.

15. This Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements and understandings. This Agreement shall not be modified or amended except in writing, signed by all parties hereto.

16. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

This is a ONE-YEAR contract. THIS CONTRACT shall commence on _____and end on _____, unless terminated earlier. Employment is conditional upon receipt and status of background clearances.

While reserving the right to make religious exceptions as provided by law and in accord with Catholic religious belief, the Catholic schools within the Diocese of Erie do not discriminate on the basis of sex. This includes being excluded from participation in, being denied the benefits of, or being subjected to discrimination under any education program or activity on the basis of sex. For more information, or to report a problem, contact Mrs. Laura Blake, Superintendent for Catholic Schools, St. Mark Catholic Center, 429 East Grandview Boulevard, Erie, PA 16504. Phone: 814-824-1247 Email: lblake@eriercd.org.

Years of Experience_____

Educational Level_____

Accumulated Days: Sick ____Personal _____

FTE_____

President/Pastor _____

Principal _____

Teacher _____

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Original – School Copy – Teacher