

Contract for Graduate Assistant
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, provides as follows:

1. The graduate assistant recognizes the religious nature of the Catholic Schools and agrees that the employer has the right to dismiss a graduate assistant 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, two consecutive unsatisfactory ratings, persistent and willful violations of school laws and rules (including policies of the school), persistent and willful negligence, and avocation of un-American activities, thereby terminating any and all rights that the graduate assistant may have hereunder, subject, however to the personal due process rights promulgated by the Roman Catholic Church.
2. The graduate assistant shall observe and support the philosophy of Catholic education and shall abide by all the rules and regulations of the school 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 graduate assistant shall serve this school in the position and in the specific duties assigned by the principal, including professional in-service workshops during the 20____ - 20____ school year. The graduate assistant shall discharge this assignment to the satisfaction of the pastor, principal, and in conformity with canon law and diocesan policies.
4. In consideration of such service, the school agrees to pay the graduate assistant an annual salary of \$_____ on a bi-weekly basis for 26 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 accrued. In the event a separation from service occurs before the end of the 12-month payment period, the graduate assistant will be entitled to an additional payment for the amount the graduate assistant actually earned from the beginning of the 12-month pay period until the date of the graduate assistant's separation from service, but which has not yet been paid. This additional payment will be included in the graduate assistant'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 Treasury Regulations.
6. In consideration of the salary and other benefits provided herein by the School, the graduate

assistant agrees to provide the School a minimum of two weeks' notice (ten (10) school days) of the graduate assistant's intention to resign from the position assigned pursuant to this Contract.

7. The school agrees to allow the graduate assistant 5 days of leave with pay per year ("sick days"), provided that such leave is used only for personal illness or for any critical illness of a member of the graduate assistant's immediate family (*defined in the Policies for Catholic Schools in the Diocese of Erie*).
8. The graduate assistant shall fulfill the requirements of the Spiritual Journey for Catechists as required for elementary and middle school teachers.
9. The graduate assistant 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, graduate assistants 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.
10. The school term shall be a minimum of one hundred and eighty-six (186) days.
11. 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.
12. 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.

Pastor: _____

Graduate Assistant: _____

Principal: _____