Contract for Teachers 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 ______

School, 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, 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 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 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 teacher 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 teacher 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 teacher an annual salary of \$______ on a bi-weekly basis for 27 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 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 Treasury Regulations.
- 6. In consideration of the salary and other benefits provided herein by the School, the teacher agrees to provide the School 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 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 (defined in the Policies for Catholic Schools in the Diocese of Erie). 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.

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), and five bereavement days a year (not cumulative) to be used for the death and funeral of a member of the teacher's immediate family. (see Policies for Catholic Schools in the Diocese of Erie).

- 8. The teacher shall fulfill the requirements of the Spiritual Journey for Catechists for elementary and middle school teachers.
- 9. 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.
- 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.

Years of Experience School/Diocese Educational Level Bachelor/Master Accumulated Days: Sick ____Personal _____ Full Time Equivalent

President/Pastor

Principal

Teacher

4/20/2018ss

Original – School Copy – Teacher Copy – Catholic Schools Office