

*Please print and place this on Parish Letterhead or Regional School Letterhead*

## **ANNUAL TEACHER EMPLOYMENT AGREEMENT**

This agreement is entered into on \_\_\_\_\_ in \_\_\_\_\_  
Date City/Town

by and between \_\_\_\_\_ hereinafter designated as the "Employer"  
Regional School/Parish Name

and \_\_\_\_\_ hereinafter designated as the "Teacher."  
Teacher's First & Last Name

The parties, in consideration of the mutual covenants contained in this agreement, agree as follows:

1. The Employer hereby employs the Teacher, and the Teacher agrees to perform services as herein specified during the period beginning on \_\_\_\_\_, 2024, and continuing until \_\_\_\_\_, 2025 or until an earlier date provided herein, subject to all the following recited terms and conditions mutually agreed upon by the Employer and the Teacher. The Teacher agrees to abide by the policies and directives of the Employer, including, but not limited to, the Employee Handbook/Manual and Policies and Procedures.
2. In undertaking and agreeing to perform services under this agreement the Teacher represents, with the intent of inducing the Employer to employ him/her that he/she personally meets all the qualifications required. This agreement is expressly conditioned upon the satisfactory results of:
  - a. An initial/ongoing criminal background investigation of the Teacher
  - b. verification of employment history and personal references supplied by the Teacher to the Pastor/Canonical Administrator and Principal on initial hire
  - c. submission and verification of requisite transcript(s), certification(s) and degree(s) on initial hire
  - d. completion of the safe environment workshop and on-going training
  - e. Confirmation of authorization to work in the United States on initial hire

The Teacher agrees to take meaningful action to advance his/her professional growth and will give evidence, at times and in a manner determined by the Principal, attesting to such professional growth.

3. The teacher's attendance and participation is expected at staff development, staff meetings, open house, parent-teacher conferences, graduation and other events related to the task of education as designated by the Principal. The Teacher agrees to serve the school in the grade(s) as assigned by the Principal and to perform the duties involved in said assignment. The Principal reserves the right to reassign the Teacher and, from time to time, to assign the Teacher additional duties and responsibilities. All such reassignments and assignments shall be made by the Principal in good faith and will not materially affect the general nature of the work to be performed by the Teacher. The Teacher agrees to enforce and abide by any rules and regulations issued by the Employer and Principal. The Teacher agrees to perform professionally in a manner satisfactory to the Employer. The Teacher further agrees to teach and act in accord with the laws and precepts of the Catholic Church and applicable state and federal laws.

4. The Teacher may be eligible for up to a maximum of ten paid sick days each year with pay for personal illness or for any critical illness among members of the Teacher's immediate family (mother, father, spouse, children). Accrual of sick days is determined by the Employer's staff handbook. Unused sick days will not be paid upon termination of employment, be it voluntary or involuntary. Unused sick days are not transferable to another school or Parish within the Diocese.
5. The Teacher may be eligible for up to a maximum of two personal days each year. The accrual and use of such days are determined by the Employer's staff handbook. Unused personal days will not be paid upon termination of employment, be it voluntary or involuntary. Unused personal days are not transferable to another school or Parish within the Diocese.
6. The Employer agrees to pay the Teacher on regularly scheduled pay days at an annualized salary rate of \$\_\_\_\_\_subject to deductions required by law and permitted by this agreement. Payment shall be made for\_\_\_\_\_ months, or for that period of the school year remaining after the commencement of this agreement.
7. In addition to the compensation for services rendered, the Teacher shall be entitled to other benefits as specified in the Employer's staff handbook/manual. Eligibility is determined by the criteria set forth in the Employer's staff handbook/manual and applicable benefit plans. Such benefits may be modified from time to time.
8. This agreement terminates, cancels and supersedes any and all prior existing employment agreements, written or oral, between the parties to this agreement. No agreements relating to the Teacher's employment or services will be valid or binding upon either party unless signed by both parties.
9. This agreement may be terminated by the Teacher by providing a written resignation to the Principal. Any such resignation should specify an effective date not earlier than the thirtieth (30th) calendar day following communication of the resignation. In its discretion, the Employer may elect an earlier effective date than communicated by the Teacher.
10. The Employer, in its sole discretion, may terminate the Teacher's employment without cause upon thirty (30) days prior written notice of termination. Should the Teacher's employment be terminated by the Pastor/Canonical Administrator or Principal without cause, the Employer's only obligation to the Teacher shall be to pay the Teacher his/her salary and benefits for the thirty (30) day notice period.
11. This agreement may be immediately terminated for cause upon written notice of termination given to the Teacher by the Pastor/Canonical Administrator or Principal. The following list is illustrative of "for cause" reasons, but is not intended to be all-inclusive:

Misconduct

- a. Unsatisfactory performance as determined by the Principal
- b. Incompetency
- c. Insubordination
- d. Unprofessional or unethical conduct including but not limited to dishonesty and falsification of documents
- e. Material breach of the agreement
- f. Professional or personal conduct contrary to the mission and teachings of the Catholic Church determined by the Pastor/Canonical Administrator in consultation with the

Superintendent of Catholic Schools for the Diocese of Buffalo as the Bishop's delegate to Catholic schools.

g. Gross Misconduct

Economic

- a. Complete or partial closing of the school
- b. Consolidation of classes, program or school
- c. Staff reduction
- d. Financial shortfall in the school's budget

Subject to the dispute resolution provisions contained in this agreement, should the Teacher's employment be terminated for cause, the Employer's only obligation shall be to pay the Teacher his/her salary and benefits which would otherwise be payable to the Teacher through the date of the Teacher's termination.

- 12. The dispute resolution provisions contained in this agreement are the exclusive remedy for resolving any dispute concerning this agreement or termination of employment for cause. Both the Employer and Teacher hereby waive their respective rights, if any, to resolve any dispute through any other means, including, but not limited to, a lawsuit, administrative claim, or other forum, unless the right to pursue a statutory claim is expressly preserved by law. The dispute resolution provisions contained in this agreement are not applicable to a termination of a Teacher without cause as provided for in paragraph 10 of this agreement or to any decision by the Employer, in its sole discretion, not to renew this agreement after expiration of the term.
- 13. Any termination for cause or determination of a dispute concerning this agreement shall be final and binding upon the Teacher unless a written appeal is made pursuant to the dispute resolution provisions contained in this agreement and received by the Pastor/Canonical Administrator or Principal within seven (7) calendar days of the issuance of the termination notice or occurrence of the dispute. Any issue of timeliness will be decided within and pursuant to said dispute resolution provisions.
- 14. The Pastor/Canonical Administrator will designate a hearing officer who may be a representative of the Department of Catholic Education, a recognized labor arbitrator or any other person who may render an impartial determination.
- 15. The Teacher shall bear a portion of the reasonable expenses of the dispute resolution up to the lesser of: (1) one-half of these expenses; or (2) an amount equal to two days of the Teacher's gross compensation. The Employer shall bear the remainder of these expenses. The "expenses of the dispute resolution" shall exclude the parties' respective attorney fees and disbursements, expenses of the Employer, and costs of producing other evidence which are the sole responsibility of each party.
- 16. The hearing officer shall not have the authority to amend or modify this agreement or establish new terms and conditions under this agreement. The determination shall be final and binding. Any monetary remedy resulting from a termination for cause is limited to receiving the balance of the Teacher's salary for the term of this agreement.
- 17. Any and all notices given by either party to the other party in connection with, or pursuant to this agreement, whether or not such notice may be required, shall be in writing and sent by Registered Mail, Certified, Return Receipt Requested, or via other appropriate delivery as mutually agreed upon by the parties.

- IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the

by Employer Name

by \_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_ Date

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