

DIOCESE OF WILMINGTON - OFFICE OF CATHOLIC SCHOOLS

FULL-TIME PROFESSIONAL EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is entered into this _____ day of _____, 20____, by _____, (hereinafter referred to as the "Employer"), and _____, (hereinafter referred to as the "Employee"), who agree as follows:

1. That the Employee is appointed as a _____ in _____ Catholic School. The school year for which the Employee is engaged in this Agreement begins _____ and concludes _____ (the "School Year").
2. The total annual salary for the Employee shall be \$ _____ which appears as _____ on the diocesan salary scale. This salary includes the following stipends and stipulations (if applicable):

3. Benefits for this position will include: _____

4. The total annual salary for this position will be paid in _____ installments over _____ payments. Payment of salary shall be made on the _____ of each month. Should that date occur on a weekend or holiday, payment will be made the immediately preceding work day. The salary is subject to withholding of all applicable federal, state, or other governmental taxes or contributions and to other deductions as may be authorized by the Employee.
5. The Employee certifies that all information and data concerning education, personal history, religious affiliation, qualifications, criminal background, and character, submitted by the Employee to the Employer and the Catholic Schools Office of the Diocese of Wilmington, are complete and accurate and, the Employee agrees, will be kept up to date by the Employee. Any misrepresentation or failure to disclose all current information shall entitle the Employer to terminate this Agreement immediately for cause pursuant to Section 9(c) herein.
6. At the time of employment, the Employee, if not already licensed, will pursue appropriate certification and licensing by the state of Maryland or Delaware, or take the necessary steps to transfer certification and licensing from any state which has a reciprocal arrangement with Maryland or Delaware.
7. The Employee shall be entitled to the holidays which are provided in the official school calendar.
 - (a) The Employee is further entitled, as health needs dictate, to eight (8) full sick days, two (2) of which may be non-sick personal days. There is no compensation for unused sick leave or personal days when employment ceases for whatever reason.
 - (b) In addition to sick leave, the Employee is entitled to up to three (3) days paid time off for the death of a member of the immediate family (defined as spouse, children, parents, siblings, and guardian) or close relative (defined as grandparents, spouse's parents, aunts, uncles, nieces, nephews, brothers-in-law and sisters-in-law.)
 - (c) Prior to all known scheduled absences for sick days/ personal days/ bereavement or all other approved leave, the Employee shall inform the Principal as far as possible in advance so that a qualified substitute teacher can be scheduled.
8. The Employee agrees to serve the Employer and to perform the duties for which this Agreement is made in accordance with the policies, goals, and objectives specified by the Employer and the Catholic Diocese of Wilmington ("Diocese") as stated in the Diocesan and School Policy handbooks and manuals. The Employee agrees to conduct classes and duties and fulfill professional obligations as required by the Employer; to work cooperatively with others; to aid in the Catholic formation of students; and to attend all duly called meetings of teachers or committees as required by the Employer or Diocese.

The Employee also agrees to promote and advance the purposes of the school, to accept and execute reasonable assignments for extracurricular programs and events customarily included in the school tradition, and to maintain a reasonable program of continuing self-education.

9. This Agreement shall terminate at the end of the School Year or as otherwise specified below:
- (a) By written mutual agreement, the Employee or the Employer may terminate this Agreement at any time without penalty, whereupon the provisions of this Agreement shall immediately cease on the agreed termination date, without further obligations from one to the other party.
 - (b) Either the Employee or the Employer may terminate this Agreement without penalty, provided a minimum of thirty (30) calendar days advance written notice be personally delivered or sent by Certified Mail/Return Receipt requested by the party choosing to terminate.
 - (c) This Agreement may be terminated by the Employer at any time for cause and no further salary payments shall be due under this Agreement. For purposes of this Agreement, "cause" shall include, but not be limited to:
 - 1. Failure to carry out any of the responsibilities encompassed by this Agreement or material neglect of Employee's job duties.
 - 2. Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
 - 3. Inappropriate physical or social contact with students during school or otherwise.
 - 4. Any criminal, immoral or unethical conduct, or any conduct that is contradictory to the standards and religious tenets of the Employer, the Diocese, or the Roman Catholic Church, or any conduct that brings discredit or public embarrassment upon the Employee, its students, or the Employer.
 - 5. Unauthorized possession of, or working under the influence of, controlled substances (except as provided by a medical prescription), intoxicants, or alcohol.
 - 6. Threatening or causing bodily harm to others or other coercive and/or intimidating acts, or any verbal or physical harassment, or noted inability to deal amicably with students, parents, faculty, administrators or parish staff.
 - 7. Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
 - 8. Falsification of documents, such as providing false or misleading information on a job application, resume, personnel record, professional or character reference, academic transcript, degrees or credentials.
 - 9. Any breach of the terms of this Agreement.
 - (d) In the event that the Employee is discharged for cause by the Employer, the Employer shall advise the Employee by a written notice of termination of employment and the specific reasons and elements of the cause for discharge. In such instances the Employee shall have the right to contest the discharge for cause by requesting in writing a review of the Employer's action under Diocesan Grievance Process Regulation #4127.1. The Employee shall bear a presumptive burden of proof before any review panel convenes under this grievance process.

The Employer has no obligation, express or implied, to extend or renew this Agreement to re-employ the Employee or to continue to adhere to this Agreement beyond its term. Nothing in this Agreement shall be construed as providing the Employee with tenure with the Employer.

10. The Employer reserves the right to change the subjects or courses to be taught by the Employee as specified in this Agreement by issuing a new Agreement and upon fifteen (15) days advance notice in writing, if the change is determined by the Employer to be desirable and in the best interest of the school, students or Employee. If the change is made and would entitle the Employee to a higher salary, such change in salary will be made to reflect the remaining portion of the School Year. If the change would require a lower salary, the Employee will be entitled to the salary set forth under the terms of this Agreement for the remainder of the School Year.

11. The waiver or temporary non-enforcement of any of the provisions of this Agreement by the Employer shall not be construed as a waiver of the same or any other provision in this Agreement.
12. This Agreement and the benefits described herein contain the complete and entire agreement between the parties, and it supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by all parties.

BY: _____	_____	_____
Signature of Employee	Date	Employee's Social Security No.
BY: _____	_____	_____
Signature of School Administrator	Date	Employee's Address
BY: _____	_____	_____
Signature of Employer	Date	Employee's City, State, Zip Code

		Employee's Phone Number

For office use only:			
REVIEW DATE _____	_____	_____	_____
Office of Superintendent	Approved	Pending Documentation	Not Approved