

# SAMPLE TEACHER CONTRACT

**Agreement** made this **(date)** day of (month, year,) between (School), of, herein referred to as "School," and (teacher name), of( town of residence), (state of residence), herein referred to as "Teacher."

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree:

**1. Employment.** School hereby employs Teacher for a period of (total days), commencing in (start date) and ending 5 weekdays after the last scheduled day of school in (last month of academic year). Teacher shall have as paid vacation time all school-year holidays and vacations, as designated in the school calendar.

**2. Probationary Period.** The first four months of the teacher's employment at (School) shall be considered probationary. At any time during the probationary period, employee may be given notice of any deficiencies, along with a reasonable opportunity to correct such deficiencies. During said four month period, employment may be terminated by the employer if deemed necessary.

**3. Compensation.** School shall pay Teacher the sum of (salary) for the services required by this agreement, one-tenth of which shall be payable on the 15<sup>th</sup> and last business day of each month, commencing on the (Date) and ending on (Date). Teacher may opt for a 12 month payment plan after the first year of employment, and for every subsequent year of employment.

**4. Health Insurance.** While Teacher is employed by School, School will provide comprehensive medical insurance for Teacher, and School will pay (percentage) of the premium while the Teacher will pay (percentage) of the premium. The (percentage) portion of the premium to be paid by Teacher will be automatically deducted from Teacher's bi-monthly paycheck.

**5. Duties.** Teacher shall perform all duties and services of a teacher and faithfully and satisfactorily at the time, place, and for the duration prescribed by the School, and as directed by the Board of Directors of (School). Teacher shall comply with and abide by all rules and regulations promulgated by School and all pertinent statutes of the State of (State). All such rules, regulations, and statutes are incorporated herein by reference and are made a part of this agreement as though fully set forth. Teacher may be removed for just cause as provided by (State) State Law.

**6. Health Certificate.** Teacher shall procure a health certificate evidencing good health, as required by the laws of the State of (State). (May not be required in your State)

**7. Renewal.** Re-employment under this agreement shall not be considered automatic, but shall be reconsidered annually. Teacher shall be personally notified of School's decision, in writing, not later than (Date). Teacher shall be notified of any salary change at the same time, in writing. Teacher must return signed contract to School no later than (Date) otherwise the contract will be rescinded.

**8. Notification of Intention.** Teacher shall signify an intention of returning or not returning no later than (Date) Teacher shall teach the full year under any subsequent agreement between Teacher and School.

**9. Discharge.** School may discharge Teacher for just cause, and thereby terminate this agreement, provided that Teacher must be notified of the cause or causes for discharge and given the opportunity to appear before the (School) Board of Directors for a formal hearing, within thirty days of such notification, prior to any final action. "Just cause" shall include, but not be limited to: incompetency, immorality, intemperance, insubordination, physical or mental incapacity, violation of a law involving moral turpitude, and unprofessional

conduct reflecting great discredit on Teacher or School, or impairing seriously the continued usefulness or ability of Teacher to teach.

**10. Release from Agreement.** Teacher shall not be released from this agreement, except for unusual circumstances that will be reviewed by the (School) Board of Directors before such release may be granted.

**11. Unpaid Leaves of Absence.** Requests by Teacher for extended unpaid leaves of absence shall be considered on an individual basis by the (School) Board of Directors.

**12. Sick Leave.** Teacher is entitled to seven (7) full days of sick leave/personal leave without salary deductions during the term of this contract. These seven days shall not be cumulative and, if not used, shall cease to be available at the end of the contract year.

**13. Salary Deductions.** Absences above and beyond the number of days mentioned in Clause 12, above, shall result in a pro-rated deduction of salary for each day of such absence.

**14. Salary Adjustment upon Termination.** If, for any reason, the services of Teacher do not extend throughout the term of this contract, appropriate adjustments for the balance of the salary due may be made on a basis mutually satisfactory to Teacher and to the Board of Directors of (School).

**15. Waiver of Rights.** Nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party to this agreement existing by or under the laws of the State of New Hampshire, otherwise than is herein expressly stated.

**16. The (School) Faculty / Staff Handbook** is an essential part of this contract and is incorporated herein and made a part thereof.

**17. Additional duties.** Teacher shall also assume the duties as assigned by the Headmaster in exchange for the total compensation provided by the school. The successful completion of these duties will be considered during contract renewal. Failure to complete these duties will result in a salary reduction during contract renewal.

**18. Tuition for school-aged children** is free for all full-time faculty members. Teacher is still required to pay all fees (application, registration, and academic materials). Teacher is also required to fulfill the family fundraising commitment.

**19. Fidelity to Magisterial Teaching of the Catholic Church.** All faculty and staff members are expected to conform their hearts, minds, and consciences, as well as their public and private behavior, ever more closely to the truths taught by the Catholic Church. Publicly or privately denouncing the teachings of the Catholic Church in speech or action will result in termination. All full time faculty members are expected to sign an oath of fidelity to the Magisterium.

IN WITNESS WHEREOF, School has caused this instrument to be executed in its name by its proper officials, and Teacher has executed this instrument, and both have executed the same on the dates written below.

Signatures:

_____ Witness	_____ Chairman, Board of Directors (School)	_____ Date
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_____ Witness	_____ Member, Board of Directors, (School)	_____ Date
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_____ Witness	_____ Teacher	_____ Date
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