
**PARISH SCHOOL FULL-TIME TEACHER
CONTRACT TERMS AND CONDITIONS**
(37.5 or more hours/week)

Parish, a Colorado corporation sole and a juridic person under the canon law of the Catholic Church, was formed to be an integral part of the Church's mission in northern Colorado. Located within the territory of the Archdiocese of Denver ("Archdiocese") and functioning within the policies of the Archdiocese's Office of Catholic Schools ("OCS"), the Parish, through its Parish School, not only offers high quality academic instruction, but, more importantly, it is an effective vehicle for total Christian formation. The Parish School therefore plays an integral role in the ministry and mission of the Church.

Predicated on the above, the Parish agrees to employ the individual identified on the Contract Coversheet in the position of Teacher pursuant to the following:

1. **Contract.** These Terms and Conditions, together with the Contract Coversheet and the addendum referenced below in Paragraph 5, attached hereto, the terms of which are incorporated herein by this reference, constitute the "Contract" between the parties.
2. **Employment Term.** The Employment Term, or Term, is as stated on the Contract Coversheet.
3. **Academic Year.** The Parish School's Academic Year is as stated on the Contract Coversheet.
4. **Co-Curricular Programming.** The Co-Curricular Programming (the activities, programs and learning experiences apart from the traditional academic programming) that Teacher may agree to be involved in administering are as stated on the Contract Coversheet.
5. **Duties.** Teacher shall have those duties, responsibilities and obligations as assigned by the Parish School Principal and/or which are set forth on any job description attached as an addendum to this Contract.

Such duties, responsibilities and obligations shall include, without limitation:

- a. observing the rules and regulations of Parish School pertaining to teaching faculty. In addition to teaching duties, Teacher may be assigned other duties including playground, lunchroom, hall monitoring, and study hall or library supervision duties;
- b. attending Parish and Parish School events when required;
- c. ministering to students in their Catholic formation by infusing the cultural, academic, and liturgical life of Parish School with Catholic values, tradition, and belief; grounding Parish School in principles consistent with Catholic doctrine and practice; personally exemplifying the characteristics of Catholic living; and refraining from taking any public position or conducting himself or herself in a manner that is contrary to the teachings of the Catholic Church;
- d. maintaining an academic schedule consistent with the common schedule as determined by the OCS;

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- e. maintaining daily work hours at the Parish School for a minimum of two (2) days before the opening of the Academic Year to prepare the Parish School for opening;
 - f. during the Academic Year, being in the classroom at least 30 minutes before the start of the academic day and remaining at least 30 minutes after school;
 - g. complying with any distance learning mandates, guidelines, instructions (e.g., for web resource utilization and confidentiality protocols), and expectations as set by the OCS and the local school authority whether during catastrophic events or otherwise;
 - h. complying with all policies, procedures, and guidelines that are published in the *Archdiocese of Denver Catholic Schools Administrator's Manual* and in the Parish/Parish School handbook and/or policy manual, as each may be amended from time to time.
6. **Standards and Performance Competencies.** In performing Teacher's duties, Teacher shall comply with the *Professional Teacher Standards and Performance Competencies* established by the OCS and distributed to and adopted by Parish School for issuance to Teacher, and which are incorporated herein by this reference (see Contract Coversheet).
7. **Compensation and Benefits.**
- a. Compensation. Parish will pay Teacher an annual salary for the Academic Year based upon the Archdiocesan/OCS Salary Scale Lane and Step listed on the Contract Coversheet. The salary will be paid over a twelve-month period (26 bi-weekly pay periods). The pay for teaching any part of the Academic Year shall be 1/185th of the annual salary of Teacher multiplied by the number of days actually worked. If applicable, the Parish shall pay Teacher such additional amount as stated on the Contract Coversheet (Co-Curricular Programming and Remediation Days).
 - b. Health, Life, and Disability Coverage. Teacher may enroll in the health benefits coverage available through the Parish by timely completing plan enrollment forms. Teacher shall automatically be enrolled in group life and disability coverage. Benefits end June 30 unless the parties enter into a new Contract or the Contract is terminated before Teacher's End Date.
 - c. Pension. Parish will provide Teacher with a pension benefit per the Parish's pension plan terms unless Teacher is a member of a religious order. If Teacher is a member of a religious order, a pension benefit will be negotiated between Teacher's religious order and the Parish.
 - d. Sick Leave. Parish will provide Teacher with Sick Leave at the rate of one (1) day per month, August through May, for a total of ten (10) days per Term. Sick Leave may accumulate from Term to Term in the event the Teacher is employed by the Parish in the Parish School over continuous Terms, but Teacher may not accumulate more than sixty (60) days of Sick Leave. Unused Sick Leave will not be converted into compensation. If Teacher is absent from work without available Sick Leave eligibility, Parish may, in its sole

discretion, reduce Teacher's compensation at a per diem rate of 1/185 times Teacher's annual salary, except as may otherwise be required by law.

- e. Personal Leave. Parish will provide Teacher with two (2) personal days per Academic Year to conduct personal business. These days must be approved by the Parish School Principal in advance. Neither the day before nor after a Parish School approved holiday, nor the first day or last day of the Academic Year may be used for Personal Leave. Personal Leave is not to be deducted from Sick Leave. Personal Leave does not accumulate from year to year in the event Teacher is employed in the Parish School over a number of years.
 - f. Other Leave. Parish will provide Teacher such other paid leave as may be required by law.
8. **No Tenure.** This Contract is for the Term specified. The fact that the Parish may employ Teacher to work in its Parish School over a number of years does not give rise to tenure nor to any continuing right to employment.
9. **Code of Conduct.** Teacher agrees to abide by the Code of Conduct (see Contract Coversheet).
10. **Authority.** This Contract is subject to and shall be interpreted consistently with Scriptural principles, Catholic doctrine, the 1983 Code of Canon Law, especially canons 796 through 805 and 827.2, all of which are available at www.vatican.va/archive/ENG1104/_INDEX.HTM and are incorporated into this Contract by reference. Accordingly, Teacher is subject to the general supervision, direction, and authority of the Parish School Principal and the Parish Pastor, and, with regard to matters of religion, morals, and general regulation, subject to the authority of the Parish Pastor or the canonical authority of the Archbishop of Denver or his designee, the Archdiocese's Superintendent of Catholic Schools.
11. **Administrative Leave.** Teacher may be placed on administrative leave with or without pay at any time by one with authority over the Teacher.
12. **Termination.** The Parish School Principal or Parish Pastor may, without prior notice, terminate this Contract and Teacher's employment for Cause at any time. Cause includes, but is not limited to, any instances of:
- a. Insubordination or failure to follow Parish, and/or Parish School policy, including the Archdiocese of Denver's Code of Conduct;
 - b. Failure to follow Archdiocesan or OCS policies;
 - c. Breach of Contract;
 - d. Excessive absences;
 - e. Professional incompetence or violation of accepted or professional standards of conduct, including failure to comply with the OCS/Parish School *Professional Teacher Standards and Performance Competencies*;
 - f. Failure or inability to satisfactorily perform duties;
 - g. Lack of continuing professional growth;
 - h. Failure to maintain required licensing;
 - i. Moral turpitude or failure to bear witness to Catholic life;
 - j. Failure to teach and act in accordance with Catholic doctrine and moral teachings;
 - k. Failure to actively participate in the Parish School's Catholic educational community;

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- l. Failure to meet canonical standards; or
 - m. Insufficient enrollment.

Upon termination of this Contract for Cause, Teacher shall be paid through the date of termination, and no further payments will be due under this Contract.

13. **Return of Property.** Teacher agrees to return all Parish/Parish School property to the Parish/Parish School upon request or at termination. If property is not returned, Teacher authorizes Parish to deduct the cost of any unreturned property from his or her final paycheck.
14. **Termination Before the End of the Contract Period or Extension of the Academic Term.**
 - a. Termination. If catastrophic events (e.g., fire, explosion, natural disaster, act of God, act of the public enemy, war, act of terrorism, act of any government agency, "government declared" public health emergency, government-imposed measures responding to the outbreak of infectious disease, quarantine restrictions related to an infectious disease, or any other unforeseeable cause, whether of the kind enumerated above or otherwise, beyond the reasonable control of the Parish/Parish School or Teacher) result in temporary or permanent closure of the Parish School, the Parish may terminate this Contract. In such cases, and if more than thirty (30) calendar days remain in the Academic Year, the Parish, in its sole discretion, may terminate Teacher's employment with thirty (30) days' notice or may terminate Teacher's employment with pay in lieu of notice. If less than thirty (30) calendar days remain in the Academic Year, the Parish will pay this Contract in full.
 - b. Extension. If, as a result of catastrophic events, the Parish decides to reschedule Parish School activities or services, the Parish may require Teacher to perform the duties of his or her position at another time (e.g., during the summer months) to complete the Academic Year. In this case, the maximum amount of compensation due Teacher for the Academic Year would be the amount shown on the Contract Coversheet.
15. **Prompt Action.** Teacher shall be barred from bringing any claim arising from this Contract, the inducement thereto, or the termination thereof unless Teacher provides written notice of Teacher's claim within six (6) months after any claim arises.
16. **Severability.** If any provision of this Contract is declared invalid, its invalidity shall not affect any other provision of this Contract.
17. **Complete Agreement.** This Contract, as defined above, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements between the parties in respect of that subject matter. No waiver, alteration or modification of any provision will be binding unless in writing and signed by both parties.

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