Faculty Contract: Sample

THIS AGREEMENT, made and entered into by and between the head of school as the duly authorized agent of the XYZ School, a not-for-profit corporation in the state of ("the School"), and _____ (the "Educator").

WHEREAS, the School and the Educator ("the Parties") desire to enter into a formal agreement under the terms of which the School employs the Educator for the school year specified below NOW, THEREFORE, the parties hereto mutually promise, covenant and agree as follows:

1. EMPLOYMENT - The School hereby agrees to employ the Educator for the _____ school year, with duties commencing on or about August 15 (opening of school workshops) and concluding on or about June 15 (faculty meetings following graduation).

2. DUTIES - The Educator shall be assigned the position of . The Educator shall perform those duties which are customarily performed by those in similar positions in independent schools and other duties as specifically discussed with the head of school, those being primarily to teach, coach, counsel, supervise, and care about the students, work in partnership with parents, advocate and promote the school, work collegially with administrators and fellow teachers, and grow professionally. The Educator acknowledges that the position specified is a full-time occupation. During the term of this Agreement, the Educator shall not, without the prior written consent of the head of school, engage in the operation, management, or conduct or any other occupation or business.

3. COMPLIANCE WITH REGULATIONS - The Educator agrees to support the mission and philosophy of the School and to perform the duties in a professional manner and in compliance with any rules, regulations and requirements established by the School, as set forth in the Faculty Handbook. The Educator acknowledges that the School's rules, regulations, and requirements may be amended and modified by the School at any time during the term of this Agreement.

4. SALARY - In consideration for the Educator's services for the term stated above, the School agrees to pay the Educator the sum of $ _____ payable in equal monthly installments during the period commencing September 1, ____, and ending August 31, _____. In the event of early termination of employment for any reason, salary shall be prorated to date of termination based on the ratio of the number of student attendance days, faculty workshop days, and parent conference days prior to termination to the total number of such days in the school year. All necessary deductions will be taken as required by Federal, State and Local laws and those voluntarily requested in compliance with the policies of the Board of Trustees.

5. BENEFIT PROGRAM - The Educator shall be permitted to participate in any Benefit Program that the School may from time to time have in effect for its Educators to the extent of the Educator's eligibility.

6. EARLY TERMINATION - The School has the option to terminate this Agreement for cause, in advance of the date set forth above, effective immediately upon written notice of such termination to the Educator, in the event of a material breach by the Educator of the School's rules, regulations, and requirements, or the terms of this Agreement, or the instructions of the Educator's superior(s) relating to the conduct of the Educator's work and the performance of the Educator's duties, or the Educator's failure to abide by standards of conduct and behavior reasonably expected in schools of similar quality and reputation, or the Educator's inability because of illness or incapacity to perform his/her duties. This agreement shall terminate immediately, without notice, upon the death of the employee.

7. NON RENEWAL - It is expressly understood and agreed by and between the parties to this contract that neither the Educator nor the School owes any subsequent contractual obligation or service(s) to the other after the terminal date of this one-year contract (June 15). The Educator understands and agrees that he or she shall have no legal cause against the School in the event that the Educator is not offered a contract for a subsequent year.

8. NOTICE - Any notice required or permitted hereunder shall be made in writing and either personally delivered to the Educator or mailed to the Educator at his/her address on file with the School by certified or registered mail, return receipt requested. In the event of mailing, the notice shall be effective on the date of its mailing.

9. AMENDMENT AND WAIVER - No amendment or modification of this Agreement shall be valid or binding upon the School unless made in writing and signed by a duly authorized agent of the School. The waiver by the School of the breach of any provision of this Agreement by the Educator shall not operate nor be construed as a waiver of any subsequent breach. The School's failure, for whatever reason, to insist upon enforcement of any provision of this Agreement shall not be construed as a waiver of its right to do so at any later time.

10. GOVERNING LAW - The validity and effect of this Agreement and the rights and obligations of the parties hereto shall be construed and determined in accordance with the laws of the State of-----. Any lawsuit arising out of or relating to this Agreement or Educator's employment shall be commenced and resolved only in County, State of----- .

11. ENTIRE AGREEMENT -This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, arrangements, and communications between the parties dealing with such matter, whether oral or written.

12. ASSIGNMENT - This Agreement shall be binding upon and shall inure to the benefit of the transferees, successors and assigns of the School. The assignment by Educator of this Agreement or any interest herein or of any money due or to become due by reason hereof shall be void without the prior written consent of the School. This Agreement must be returned, signed by Educator, within _____( ) days of the date it is offered, or the offer of the Agreement contained herein is automatically revoked, unless the School ratifies the Agreement.

XYZ SCHOOL By_____, Head of School, Date Presented:_____

By _____, Educator, Date signed: _____

Author: ISACS. Contract reviewed by Leo Athas, ISACS Legal Counsel, of Athas, Apostol, Kowal & Bridge, CHTD, 208 S. LaSalle, Suite 688, Chicago, IL 60604, 312-578-0254