

## NOTES TO ACCOMPANY EMPLOYEE CONTRACTS

1. All schools are expected to use these contracts for any contracts issued after today, and these only. If contracts have not been issued for the 2000-2001 year, the new contracts may be used. If 2000-2001 contracts have been issued, that is fine for those personnel who have received them already.
2. Schools are given permission to copy the contracts on to a diskette if they wish.
3. Schools may make adaptations as necessary as long as they are not contrary to policies and handbooks of the Diocese and local board. Adaptation, for example, must be made of the Principal's Contract in order to prepare contracts for assistant principals, etc. It is likely that, only the titles, duties, and signature items would need to be changed. Contracts for any administrators who report to the principal must utilize the signature found on the teacher contracts.
4. Note that we have included a Probationary contract for the first two years of employment (unless agreed for a third year).
5. Item #7 of each contract need special understanding and direction by the Principals and Boards. Namely,
  - (a) The local school must place a reasonable amount in the space provided. The penalty assessed must:
    - ◆ Be uniformly applied.
    - ◆ Must be able to prove through receipts, etc. any penalties assessed such as advertising, phone bills, secretarial fees (if done outside of regular work hours and/or work days). There can not be a fee assessed for the administrator's and the board's time and the like.
  - (b) There cannot be differing penalty assessed based on when a person seeks release from contract unless, the school can prove the lateness of such a request has caused the assessed fee to increase.
  - (c) Finally, it is recommended that since this issue is being handled in the employee contract, local boards may delete any policy on this matter. If the board decides to retain its policy, it must be congruent with item #7 of the contracts and the directions in this memo.

**Extracurricular Contract With Coach**

THIS CONTRACT is entered into by and between \_\_\_\_\_(Coach) and (Board), located at \_\_\_\_\_ County of \_\_\_\_\_ State of Iowa.

WITNESSETH, duty in consideration of a salary of \_\_\_\_\_Dollars (\$) per school year, Coach agrees to perform the duties of \_\_\_\_\_as determined by the Board or its duly authorized representative such salary payable in installments of \$ \_\_\_\_\_on the \_\_\_\_\_day of each calendar/school month for a period of \_\_\_\_\_consecutive months, the first payment to be made on the \_\_\_\_\_day of \_\_\_\_\_ 2001, or installments payable as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND IT IS FURTHER AGREED:**

1. That the term shall commence on the \_\_\_\_\_day of \_\_\_\_\_, 2001, and shall end on the day of \_\_\_\_\_, 2001 and shall include \_\_\_\_\_days of service and such other time as may be assigned to coach post-season tournaments or other related duties.
2. That an amount to the pay for one day of service shall be deducted from the salary of the Coach for each day of service not performed if absence from duty with pay is not authorized by the board or the leave policy in effect.
3. That if the Coach is discharged by the Board or is released by mutual agreement of the parties before the completion of the term, final settlement shall be made so the total amount which the Coach shall have received shall be an amount equal to the product of the member of service multiplied by the amount considered as pay for one day of Service.
4. That the Coach shall attend, outside of regular school hours as established by the board, such professional meets as might be called by school authorities for program Coach in the school program.
5. That the Coach shall present a certificate with coaching endorsement to ft secretary of the board of education of the school before accepting payment of any part of the annual salary.
6. Unless otherwise agreed to in writing, this contract shall be invalid if the Coach is under contract with another entity to coach covering the same period of time and the same season.
7. The Coach or the Board may terminate this contract with or without cause. If this contract is terminated without cause either party must give the other party thirty days written notice. If this contract is terminated without cause then this contract shall be terminated upon written notice. Written notice may be personally delivered or mailed to the parties at such party's last known address. Coach understands that there are no due process rights for coaches in the Educator's Handbook.
8. This contract is the entire agreement between the parties relating to the, subject matter herein.

THIS CONTRACT shall be without force and effect unless it is in the hands of the Board bearing the signature of the Coach on or before the \_\_\_\_\_day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Dated Coach

\_\_\_\_\_  
Dated President, Board of Education