# PARISH SUPPORT AGREEMENT

This parish support agreement (this "Agreement") is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Parish," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its successors and assigns, hereinafter referred to as "System." System and the Parish are jointly referred to as the "Parties" and individually as a "Party" hereinafter.

WHEREAS, Parish desires to grant System the authority to govern, operate and maintain the Parish's school, and

WHEREAS, System desires to accept such authority in the interest of its mission to provide the highest caliber spiritual formation and academic performance of our students; and

WHEREAS, the Parties seek to establish a partnership based upon respect, communication, good faith interactions, and a common dedication to educate children attending Catholic schools.

NOW THEREFORE, in consideration of the promises of the Parties, and other good and valuable consideration, the Parties agree as follows:

# SECTION 1 GOVERNANCE, OPERATION, AND MANAGEMENT OF SCHOOL

1. School Operations. System shall operate the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parish School on the Parish's premises ("Premises"), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "School"). System shall be responsible for, and have authority over, the governance, management and operation of the School, including without limitation, classes and the related curriculum, school finances, before- and- after school care, transportation, meals, scholarships/financial aid, athletics, school equipment/supplies, tuition collection and reporting, and fundraising.
2. School Staff. System shall be the employer of record of School personnel. As the employer of record, System has authority and management over all School personnel, including the authority to hire, terminate, promote, and/or discipline School personnel. School personnel are subject to System's policies and procedures, as amended from time to time.
3. Employer Identification Number. In the event the School was previously operated under an employer identification number ("EIN") different than System's EIN, effective no later than July 1, 2021, the School shall operate under an EIN designated by System. Parish agrees to take all steps, and execute all documents, reasonably requested by System which are necessary to effectuate the foregoing change to the School's EIN.
4. Audits. Parish shall provide all documentation to System relating to the Parish Contribution(s) and the Distribution(s) to Parish, as discussed hereinafter. No Distributions will be made by System until System receives the foregoing documentation from Parish. Further, Parish shall provide any additional assistance and documentation reasonably requested by System in connection with any audit or other process required of the School.
5. Advisory Council. To the extent permitted by, and subject to, System's then existing bylaws, the Pastor for the Parish will serve on System's Pastor/Parish Director Advisory Council.

# SECTION 2 TERM AND TERMINATION

1. Term. The term of this Agreement shall be for a period of twelve (12) months, beginning July 1, 20\_\_\_, and continue until June 30, 20\_\_\_ (the "Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive terms of one (1) year (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either Party provides written notice to the other Party of its intent to not renew this Agreement no later than November 1 immediately prior to the end of the then existing term. Any notice to non renew this Agreement must comply with Archdiocesan policy 7113, as amended from time to time.
2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), prior to the end of the then existing Term if:
3. The Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
4. The Defaulting Party becomes insolvent or admits its inability to pay its debts generally as. they become due;
5. The Defaulting Party becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law;
6. The Defaulting Party makes a general assignment for the benefit of creditors;
7. The Defaulting Party has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
8. The school building located on the Premises is damaged by fire or other casualty which renders the school building wholly un-inaccessible and the damage is so extensive that the school building cannot, with the exercise of reasonable diligence, be made fit for occupancy within one hundred eighty (180) working days from the happening thereof; or
9. Either Party is no longer permitted to participate in the Wisconsin Private School Choice Programs.

C. School Closing, Merger, or Consolidation. System may terminate this Agreement prior to the end of the then existing Term, effective upon written notice to Parish, if System, in its sole discretion, decides to close, merge, or consolidate the School.

# SECTION 3 FINANCIAL MATTERS

1. Tuition Rates. After a review with its Pastor Parish Director Advisory Council, System will determine the tuition charged to attend the School.
2. Distributions. Subject to the terms of this Agreement:
	1. Parish Contribution. System and Parish must mutually agree on a contribution from the Parish towards the operation of the School in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_. The Parish's contribution, if any, may be determined on a per pupil basis, a specified gross amount, or a combination of both.
	2. Contracted Services: System will annually pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Parish for contracted pastoral services. System agrees to remit to Parish equal quarterly installments on or before the 5th day of the first month of each quarter until this Agreement is terminated. Pastoral staff at parishes supporting System Catholic Schools will provide direct support of the activities required to develop and sustain the Catholic identity and culture that are required for the mission of the school. Responsibilities include support of the educational programming related to religion and theology, dialogue with students in school and on retreats, engagement with parents, liturgies, engagement with and coaching of staff consultation on the mission of the school and support of enrollment and marketing activities in parishes and in the broader community.
3. Annual Reviews. No later than March 31 each calendar year this Agreement is in effect, System and Parish shall meet and confer regarding the amount of the Parish contribution(s) and the distribution(s) to Parish, all of which are described above. Also, in a separate meeting no later than March 31 each calendar year, System leadership, along with the school leader, shall also provide a summary overview of the state of the School. Any modifications to the Parish contribution or the distribution to the Parish must be mutually agreed to by the Parties in writing.

# SECTION 4 NSURANCE

The Parties to this Agreement agree to be insured by Catholic Mutual Insurance Group and maintain policies and limits as directed by Catholic Mutual Insurance Group.

SECTION 5 DISPUTES

The Parties hereby agree that, in the event of any dispute regarding the terms of this Agreement that the following steps shall be taken by the Parties in good faith prior to any other actions being taken.

1. System's President/Principal, or designee, and the Pastor/Parish Administrator of the Parish, or designee, shall discuss the dispute and attempt to resolve it amicably. 
2. If the dispute is not resolved by the discussion set forth in the prior paragraph, the Parties shall request the Chief Financial Officer of the Archdiocese of Milwaukee, or designee, to mediate the dispute and, if not resolved by the end of the mediation, the opinion of the Chief Financial Officer shall be submitted to the Archbishop of Milwaukee's office for a decision. The Parties agree to be bound by and comply with the Archbishop of Milwaukee's decision regarding the dispute.

# SECTION 6 MISCELLANEOUS

1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, but shall expressly not supersede any lease agreement pertaining to real and/or personal property to which the Parties have entered, or may enter in the future, with any such lease agreement being of equal force and validity.
2. Notice. All notices and demands by either Party to the other Party shall be given in writing and be delivered personally, by a nationally recognized overnight courier, by certified or registered U.S. Mail, postage prepaid or through email to the President, System Catholic School or the named Pastor of the Parish.

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| To Parish: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attn: Pastor/Administrator\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |



 To System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: President/Principal

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1. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.
2. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
3. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.
4. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

PARISH SYSTEM

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Pastor/Administrator President

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_