

Contract Year 2014-2015

TEACHER-MINISTER CONTRACT

This contract is made this ____ day of _____ 20____, in the city of _____, State of Ohio

between _____, hereinafter called School, and _____, hereinafter called Teacher-Minister. This contract is between the Teacher-Minister and the School, and not the Roman Catholic Archdiocese of Cincinnati nor the Archbishop of the Roman Catholic Archdiocese of Cincinnati.

Teacher-Minister, being willing to be employed by School, and School being willing to employ Teacher-Minister on the terms and conditions set forth herein, it is agreed as follows:

1. School does hereby employ Teacher-Minister in School for the 20__ / 20__ school year, pursuant to this contract, from the ____ day of _____, 20__ to the ____ day of _____, 20__.
2. The full school year shall consist of _____ days which includes a minimum of _____ hours of actual instruction plus _____ workdays and days of professional development as stipulated by the School, and shall end on or before _____ 20____. Teacher-Minister agrees and understands that upon execution of this contract, he/she is obligated to perform these services during the entire period of the contract indicated above.
3. Teacher-Minister shall diligently and competently perform any and all specific and/or general educational/administrative services as may be designated, orally or in writing by the School.
4. Teacher-Minister agrees, without limitation, to comply with all policies, handbooks, rules and regulations of the School and of the Archdiocese of Cincinnati. Teacher-Minister also agrees to exemplify Catholic principles and to refrain from any conduct or lifestyle which would reflect discredit on or cause scandal to the School or be in contradiction to Catholic doctrine or morals. Such conduct or lifestyle that is in contradiction to Catholic doctrine or morals includes, but is not limited to, improper use of social media/communication, public support of or publicly living together outside marriage, public support of or sexual activity out of wedlock, public support of or homosexual lifestyle, public support of or use of abortion, public support of or use of a surrogate mother, public support of or use of in vitro fertilization or artificial insemination, public membership in organizations whose mission and message are incompatible with Catholic doctrine or morals, and/or flagrant deceit or dishonesty. Teacher-Minister further agrees to teach and act consistently in accordance with the mission statement of the School and to strive to aid in the formation of students by personal witness to the stated philosophy and teachings of the Roman Catholic Church (these can be found in the Catechism of the Catholic Church http://vatican.va/archive/ENG0015/_INDEX.HTM).
5. Teacher-Minister agrees to give the School thirty (30) days' written notice in advance of any resignation or other employment separation request which would terminate this contract. Teacher-Minister understands and agrees that in the event Teacher-Minister terminates this contract without providing the School thirty (30) days' written notice in advance and/or without the prior written consent of the School, the Teacher-Minister may be liable for any damages, including the cost of a replacement, incurred by the School as a result of the Teacher-Minister's breach of this contract. The School may: (a) release the Teacher-Minister on the date requested; or (b) release the Teacher-Minister on a date prior to or subsequent to the requested date. Should the requested termination be accepted, the Teacher-Minister will be released from the contract on the date specified by the School and the contracted salary shall

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terminate on that date.

- 6. The School immediately may terminate the Teacher-Minister's employment upon any breach of this contract by the Teacher-Minister or any other good cause or upon the closing of the School for any reason. This contract also shall automatically terminate upon Teacher-Minister's death. Further, the School may terminate this contract at any time for cause, the determination of which shall be within the sole discretion of the Principal-Minister and the Pastor, Parochial Administrator or President of the School, and shall include but not be limited to the following:
 - a) Inability to carry out duties to the satisfaction of the Principal-Minister and the Pastor, Parochial Administrator or President of the School, unsatisfactory performance, insubordination, conduct unbecoming a Teacher-Minister, inability to maintain discipline of students assigned to his/her class, frequent absenteeism, departing at times other than those stipulated by the Principal-Minister, intemperance, inability to deal amicably with staff, students or parents, conviction of a felony, negligence of duties, or non-professional behavior.
 - b) Any personal conduct or lifestyle that would be in variance with or contrary to the policies of the Archdiocese of Cincinnati and/or the moral or religious teachings of the Catholic Church, including but not limited to those contained in paragraph 4 above and paragraph 21 below.
 - c) A misrepresentation on Teacher-Minister's application or credentials.
 - d) Any action or involvement by the Teacher-Minister during work or personal time that may cause public embarrassment or discredit the School in any way.

In the event of termination of this contract for cause, a period of notice is not required. Remuneration shall be paid to Teacher-Minister for services up to the date of termination. No demand may be made for remuneration after this contract is terminated by either party.

- 7. In the event of the absence of Teacher-Minister due to personal illness, the School shall pay for ___ day(s) of such absence for each month of service completed. Unused sick leave may be accumulated up to a maximum of _____ days during Teacher-Minister's total term of employment in the School. It is agreed by the parties that as of the above date of this contract, Teacher-Minister has accumulated and is given credit for a total of _____ days of unused sick leave. Unused sick days will not be paid upon termination of employment.
- 8. If Teacher-Minister uses all accumulated sick leave, including FMLA leave, and is then unable, with or without reasonable accommodation, if applicable, to perform all essential duties of the position, the School shall have the option to terminate this contract. The School shall exercise the option by giving written notice to Teacher-Minister stating the School's choice to terminate this contract.
- 9. Teacher-Minister has ___ years of credited Archdiocesan teaching experience. Teacher-Minister shall be compensated for services on the following basis:

(a) Base Salary \$ _____ (b) Coaching Fees \$ _____ (c) Other Fees/Stipends \$ _____

Annualized Total Gross Compensation Paid to Teacher-Minister: \$ _____, to be paid from the ___ day of _____, 20__ to the ___ day of _____, 20__.

Teacher-Minister will be paid (check one): _____ Weekly _____ Bi-Weekly _____ Semi-Monthly

Total Gross Compensation Paid to Teacher-Minister Per Pay Periods: \$

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School shall provide voluntary health insurance to Teacher-Minister if Teacher-Minister works the required number of hours. The School's benefits administrator should be consulted for details. Coverage is for twelve (12) months unless Teacher-Minister's services are terminated earlier, in which case coverage will end at the time of the termination of services.

10. This contract represents the entire contract between Teacher-Minister and the School. The contract supersedes all prior contracts, understandings, negotiations and discussions, written or oral, and may only be modified by a separate written document signed by the Teacher-Minister, the Principal-Minister, and the Pastor, Parochial Administrator or President.
11. Teacher-Minister shall have no right or authority to bind or otherwise legally commit the Archbishop of Cincinnati, the Archdiocese of Cincinnati, the Catholic Schools Office, or the School on any contract, promise, or other commitment, whether oral or written.
12. This contract is not automatically renewed. The Teacher-Minister has no right to, or promise of, a contract exceeding the school year. This contract shall automatically expire on _____, _____ without any further action or notice required by either party. Any subsequent employment of the Teacher-Minister for the following school year shall be conditioned upon the execution of, and subject to the terms and conditions of, a new written contract executed by the parties hereto.
13. This contract does not become effective unless sufficient enrollment of students at the School is secured, as determined by the Principal-Minister, and the Pastor, Parochial Administrator or President in their sole discretion.
14. This contract is not valid unless it is signed by the Teacher-Minister, Principal-Minister and the Pastor, Parochial Administrator or President.
15. Teacher-Minister acknowledges and agrees that, if Teacher-Minister decides of his/her own accord to tutor students of the School in exchange for compensation, Teacher-Minister shall: (1) refrain from using School premises for such tutoring; (2) comply with the Decree on Child Protection in all respects with regard to such tutoring; and (3) file with the school a Conflict of Interest statement with regard to such tutoring. Teacher-Minister further acknowledges and agrees that, at no time during such tutoring, is Teacher-Minister acting as, nor should Teacher-Minister be construed as, an employee or agent of the School or of the Archdiocese of Cincinnati.
16. Teacher-Minister certifies that he/she shall possess, by a date to be determined by the School/Superintendent, and maintain, a valid Ohio Department of Education certificate/license for the position held as _____; and develop and implement an Individual Professional Development Plan according to Ohio Department of Education guidelines.

License # _____ Kind _____ Type _____ Exp. Date _____

17. Teacher-Minister certifies that he/she has complied with the Ohio criminal records check.
Yes ___ Date _____

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Teacher Minister certifies that he/she has complied with the FBI criminal records check.

Yes _____ Date _____

Teacher-Minister certifies that he/she has submitted to a Selection.com background check.

Yes _____ Date _____

Teacher-Minister understands that if a criminal records check reveals that he/she has been convicted of an offense described in OAC Section 3301-20-01, his/her employment under this contract will immediately terminate.

18. Teacher-Minister certifies that he/she has completed and is current with the VIRTUS "Protecting Our Children" Training and will maintain monthly bulletin readings on the VIRTUS site.

Yes _____ Date _____.

If not completed, Teacher-Minister certifies that he/she will complete the VIRTUS "Protecting Our Children" Training by the first day of working with children.

19. Teacher-Minister certifies that he/she will complete any and all orientation and/or training programs required by the School and/or the Archdiocese of Cincinnati.

20. Regarding the teaching of Religion, one of the following will apply to Teacher-Minister:

20a. If the Elementary Teacher-Minister teaches a Religion class as part of his/her school teaching assignment, he/she must be in communion with the Catholic Church and must also complete the following:

Basic Catechist Certification. This certification (as explained in the Religious Education Policies of the Archdiocese) must be completed within three years from the first date of hire in a school in the Archdiocese of Cincinnati:

Has completed: _____ Date of completion: _____ Has not completed: _____

If not completed: Teacher-Minister was hired on _____ and is in year ____ of three (3) years to complete the certification.

General and Advanced Catechist Certification. Once Basic Catechist Certification has been earned, the Teacher-Minister must complete General Catechist Certification within three years. After completing General Catechist Certification, the Teacher-Minister must complete Advanced Catechist Certification within three years.

20b. If the Teacher-Minister does not teach Religion, he/she must complete an Archdiocesan approved in-service on the role of the Teacher-Minister in the Catholic School.

20c. If the Teacher-Minister teaches Religion in a high school, he/she must be in communion with the Catholic Church and must also complete the following:

A bachelor's degree with a major in Catholic theology, religious education, or religious studies; a course in adolescent developmental psychology AND one accredited course in secondary teaching methods; one quarter of student teaching. (For further information see the "Guidelines for Catholic High School Religion Teacher Certification").

Has completed: _____ Date of completion: _____ Has not completed: _____

After five years Archdiocesan certification must be renewed. To renew religion teacher

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certification, all teachers must:

- Earn three college semester hours, audit three semester hours, or nine CEUs in theology, religious education or religious studies.
- Attend one religion in-service program per year.

Teachers who have earned a master's in theology, religious education or religious studies may apply for Permanent Certification after having taught for ten years.

21. The Teacher-Minister acknowledges and agrees to each of the following **Affirmations for Working in a Catholic School** by placing his/her initials on the line in front of each affirmation.

- _____ I. I acknowledge and agree that the work of the Catholic Church, its agencies and institutions, has characteristics that make it different from the work of other agencies and institutions.
- _____ II. I acknowledge and agree that with others I share the common purpose of working diligently to maintain and strengthen the Catholic Church and its members. By word and example I will reflect all the religious values of the Catholic Church.
- _____ III. I acknowledge and agree that as the Teacher-Minister that I play a substantial role in conveying the Catholic Church's message and carrying out its mission. I believe my ministry embraces a five-fold purpose:
- to teach and convey the tenets of the Catholic faith
 - to build and live Catholic Christian community
 - to integrate learning with faith
 - to instill a sense of Christ's mission, care for others, and service
 - to draw the school community into worship
- _____ IV. I acknowledge and agree that open communication forms the operational basis of our work together in the Catholic Church, as each offers his/her gift of ministry under pastoral direction.
- _____ V. I acknowledge and agree that mutual trust should be offered and expected.
- _____ VI. I acknowledge and agree that I am more than a professional:
- My involvement in the Catholic Church community distinguishes me as a minister in a faith community
 - My involvement goes beyond standard concerns to involvement with the formation of the total person, especially with the spiritual formation
 - My involvement in a Catholic Christian ministry leads me to realize that, notwithstanding love and concern for the individual, the group has needs which can supersede individual needs
- _____ VII. I acknowledge and agree that I am accountable to others and they are to me. Therefore, we should show support, concern and consideration for each other. I further acknowledge and agree that I have problem solving and/or grievance processes at my disposal through the School or through the Archdiocese of Cincinnati, or through both the School and the Archdiocese of Cincinnati.

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____ VIII. I acknowledge and agree to act and speak in a way that supports the Catholic Church and its teachings. I understand that serious actions contrary to the Church's teachings (including but not limited to improper use of social media/communication, public support of or publicly living together outside marriage, public support of or sexual activity out of wedlock, public support of or homosexual lifestyle, public support of or use of abortion, public support of or use of a surrogate mother, public support of or use of in vitro fertilization or artificial insemination, public membership in organizations whose mission and message are incompatible with Catholic doctrine or morals, and/or flagrant deceit or dishonesty) will not be tolerated.

By signing below, I acknowledge that I have read and understand this contract in its entirety. I understand that any violation of any section of this contract may result in termination of this contract and employment immediately. Remuneration shall be paid to Teacher-Minister for services up to the date of termination. No demand may be made for remuneration after this contract is terminated by either party.

Dated at _____, Ohio, this _____ day of _____, 20____.

Name of School Pastor/Parochial Administrator/President

Principal-Minister Teacher-Minister

- ____ A copy of the Contract is to be given to the employee.
- ____ A copy of the Contract is to be kept in the employee's file at the School.