

SCHOOL CONTRACT FOR CERTIFICATED EMPLOYEES

THIS EMPLOYMENT AGREEMENT is made and entered into as of this _____ day of _____, 20____, by and between _____ ("Employee") and _____ ("Employer").

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT SERVICES. Employer hereby employs Employee, and Employee hereby accepts employment with the Employer, upon the terms and conditions contained herein. Employee shall be the _____ at _____ School/Educational Office. In that capacity, Employee, without limitation, shall:

- a. 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;
- b. provide (teachers only) _____ days of educational service which includes any scheduled in service or parent/teacher conference days;
- c. diligently and competently perform any and all specific and/or general educational/administrative services as may be designated, orally or in writing by the Employer;
- d. devote his/her entire School/Administration time, attention, and effort to the benefit of the School/Educational Office;
- e. use his/her best efforts to promote the mission of the School/Educational Office and Archdiocese of Cincinnati;
- f. understand and fulfill his/her duties as a Ministerial employee of the School/Educational Office and serve as a Catholic role model, inside and outside of the classroom, regardless of his/her personal beliefs or other religious affiliation; comply with and act consistently in accordance with the stated philosophy and teachings of the Roman Catholic Church (these can be found in the "[Catechism of the Catholic Church](http://www.vatican.va/archive/ENG0015/_INDEX.HTM)," http://www.vatican.va/archive/ENG0015/_INDEX.HTM available online), which include certain proscriptions on personal behavior not adhering to the teachings of the Roman Catholic Church that could be detrimental to the Employee's ability to serve as a Catholic role model; comply with the policies and directives of the School/Educational Office and the Archdiocese, including without limitation the Archdiocese's "Ethics and Conduct Policy"; and comply fully with the Ohio Catholic School Accrediting Association;
- g. work cooperatively and civilly (this includes all written and verbal communication) with Archdiocesan staff, School/Educational Office staff, Employer staff, School/Educational Office Administration, Parish Pastor, parents/guardians of those having custody of students, and students;

- h. implement any and all applicable policies and guidelines as may be determined by the Archbishop of Cincinnati, Archdiocesan Superintendent or designee, the Archdiocesan Commission on Education, Parish Pastor, School Principal and/or School President/Executive Director or other appropriate authorities, including without limitation the Archdiocese's Decree on Child Abuse.

2. EMPLOYMENT TERM. The term of Employee's employment hereunder shall commence on _____, 20____, subject to Employee's satisfactory completion, as determined by Employer, of a criminal background check through fingerprinting and a required Child Awareness Session pursuant to the Archdiocese's current child protection training policies; and Employee's employment shall terminate on _____, 20____, unless sooner terminated by either party as provided in this Agreement (hereinafter, the "Employment Period").

3. COMPENSATION. As compensation for the services to be rendered by Employee pursuant to this Agreement, and upon the condition that Employee shall fully and actively perform all of his/her obligations hereunder, the Employer shall pay Employee an annual base salary of _____ per year to be paid in _____ (_____) installments, less any applicable legal deductions. Notwithstanding the terms of Section 2 above, compensation shall be paid from the _____ day of _____, 20____, through and including the _____ day of _____, 20____ (hereinafter, the "Compensation Period"). (RELIGIOUS: He/she shall also receive pension benefits and other benefits (FICA, Unemployment Compensation and LTD) that mirror lay employee's percentages. Health care and life insurance benefits are covered following the eligibility rules of the Archdiocesan Health Care Plan. These payments should be made directly to the Congregation.)

4. FRINGE BENEFITS. In addition to the salary provided in Section 3 above, Employee shall be entitled to participate, to the extent consistent with his/her position and upon meeting any designated eligibility requirements, in any applicable employee benefit plans (including health insurance coverage) and other applicable fringe benefits afforded other Employees, as such benefits may be determined from time to time by the Employer. If the Employer or the Employee terminates the contract prior to the dates specified in Section 2, or if the Employee fails to complete the terms specified in Section 1.b, contract benefits will be pro-rated.

5. TERMINATION. Employee's employment with the Employer may be terminated prior to midnight on _____, 20____ as follows:

(a) By Employee: Employee may terminate his/her employment with the Employer at any time upon his/her giving sixty (60) days written notice to the appropriate administrator of his/her intent to so terminate.

(b) By the Employer: The Employer immediately may terminate the Employee's employment upon any breach of this Agreement by Employee or any other good cause or upon the closing of the School/Educational Office for any reason. Employee's employment also shall automatically terminate upon his/her death.

6. PAYMENTS/BENEFITS TO EMPLOYEE UPON TERMINATION. In the event of the termination of the Employee's employment pursuant to Section 5 above, Employee shall be entitled to any compensation and/or applicable benefits, as provided in Sections 3 and 4, accrued up to the effective date of his/her termination, prorated and based on the amount of time served listed in Section 2. If Employee's employment continues through, but does not continue after, the end of the Employment Period set forth in Section 2 above, then Employee's health insurance coverage and other benefits shall cease on the last day of the Employment Period, even if the Compensation Period continues to a later date. In the case of a School/Educational Office closing, reduction in force or the employee moving to another

Archdiocesan school, the health care coverage of the employee would be extended to August 31. Exception: If an employee elects to retire before September 1, his or her health care coverage would end on the last day of the month prior to the first day of retirement. If the termination was due to the death of the Employee, such accrued compensation shall be paid to his/her Executor/Administrator/Congregation or, if no Executor/Administrator has been appointed, then to his/her personal representative or heir.

7. LIMITATION ON AUTHORITY. Employee [teacher only] shall have no right or authority to bind or otherwise legally commit the Archbishop of Cincinnati, the Archdiocese or _____ School/Educational Office on any contract, promise, or other commitment, whether oral or written, without the express and prior written consent of the Employer.

8. RE-EMPLOYMENT OPTION. This Agreement shall automatically expire on _____, 20____ without any further action or notice required by either party. Any subsequent employment of the Employee for the following School year shall be conditioned upon the execution of, and subject to the terms and conditions of, a new written agreement executed by the parties hereto. The Employee shall confirm his/her desire to continue performing employment services at _____ or to remove him or herself from further employment consideration by delivering his/her letter of intent to the Employer on or before _____. If the Employer receives a letter of intent that indicates an Employee's desire to continue employment, the Employer will serve notice to the Employee, in a letter dated on or before _____ of the current School year, as to its intent whether to offer an employment agreement to the Employee for the following School year. The term "serve", for purposes of this Agreement, means that the letter either was hand-delivered or placed in the United States mail on or before the above-referenced date. The Employer's failure, however, to serve notice by that date shall not result in automatic re-employment for the following School year.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and fully supersedes any and all prior agreements or understandings, whether oral or written.

10. MODIFICATION AND WAIVER. No alteration of, or modification to, any of the provisions of this Agreement shall be valid unless made in writing and signed by the Employee and the Employer. The waiver by any party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below intending to be legally bound:

EMPLOYER

By: _____

Printed Name: _____

Title: _____

Date: _____

EMPLOYEE

By: _____

Printed Name: _____

Date: _____

Revised 3/13

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