

## Contract Year 2022-2023

### 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 2022-2023 school year, pursuant to this contract, from the 1<sup>st</sup> day of July, 2022 to the 30<sup>th</sup> day of June, 2023.
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 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 in a manner consistent with Teacher-Minister's relationship with the Catholic Church 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 social doctrine or morals. While the School does not mean to suggest that Teacher-Minister is involved in such conduct or lifestyle, by way of example, such conduct or lifestyle that is in contradiction to Catholic social doctrine or morals includes, but is not limited to: cohabitation outside marriage; sexual activity out of wedlock; same-sex sexual activity; use of abortion; use of a surrogate mother; use of in vitro fertilization or artificial insemination; advocacy (defined as presenting or promoting as acceptable) for conduct, lifestyle, positions, policies, programs, causes or movements in contradiction to Catholic social 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 so far as conscience allows to 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>, which is incorporated herein by reference).
5. The School immediately may terminate the Teacher-Minister's employment upon any breach of this contract by the Teacher-Minister 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:

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- 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 School, 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.
- c) A misrepresentation on Teacher-Minister's application or credentials.

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.

6. Teacher-Minister agrees to give the School sixty (60) 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 sixty (60) days' written notice in advance and/or without the prior written consent of the School, the Teacher-Minister will be personally 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 terminate on that date.
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 \_\_\_\_\_, Teacher-Minister has accumulated and is given credit for a total of \_\_\_\_\_ days of unused sick leave (if necessary, the parties may update the number of sick days available to Teacher-Minister in an addendum to this contract). 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, in accordance with applicable law, 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 \$ \_\_\_\_\_

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Annualized Total Gross Compensation Paid to Teacher-Minister: \$ \_\_\_\_\_, to be paid bi-weekly from the \_\_\_\_\_ day of August, 2022 to the \_\_\_\_\_ day of August, 2023.

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

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.

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 \_\_\_\_\_, 20 \_\_\_\_ 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. Teacher-Minister shall confirm his/her desire to continue performing employment services at the School or to remove him/herself from further employment consideration by delivering his/her letter of intent to the School on or before \_\_\_\_\_. If the School receives a letter of intent that indicates Teacher-Minister's desire to continue employment, the School will serve notice to Teacher-Minister, in a letter dated on or before \_\_\_\_\_, as to its intent whether to offer a contract to Teacher-Minister for the following school year.
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

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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 \_\_\_\_\_

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 SafeParish Training and will maintain required bulletin readings on the SafeParish site.

Yes \_\_\_\_\_ Date \_\_\_\_\_.

If not completed, Teacher-Minister certifies that he/she will complete the SafeParish 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. This training currently includes, but is not limited to, reading the book **Made This Way**. This is a one-time only requirement. If the Teacher-Minister has completed **Teach, Lead, Serve** training in the past, the reading of **Made This Way** is encouraged but not required.

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

20a. All teachers are required to read **Made This Way** or have completed **Teach, Lead, Serve** training.

Has completed (date): \_\_\_\_\_ Has not completed: \_\_\_\_\_

20b. If the Teacher-Minister teaches Religion, he/she must be in full communion with the Roman Catholic Church and must also complete ten (10) annual credits in **Vocare**.

Has completed (date): \_\_\_\_\_ Has not completed: \_\_\_\_\_

Expected date of completion: \_\_\_\_\_

**OR**

20c. Additionally, if Teacher-Minister teaches Religion in a high school, he/she must be in full compliance with the "Guidelines for Catholic High School Religion Teacher Certification" posted on the Catholic Schools Office and Office for Evangelization and Discipleship websites.

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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 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 respect 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, even though it may not be my own
  - My involvement goes beyond standard educational concerns to involvement with the formation of the total person, especially with the spiritual formation
- \_\_\_ 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.
- \_\_\_ 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 those identified above in Paragraph 4) may constitute grounds for termination of this contract.

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**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 discipline, up to and including 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.**

**No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this contract, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, epidemic or pandemic, including but not limited to COVID-19, or any other event which is beyond the reasonable control of such party that renders the performance hereunder impossible.**

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.