

CATHOLIC ELEMENTARY TEACHER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_  
for the 200\_\_-200\_\_ school year commencing (*first day of required attendance*)  
\_\_\_\_\_, 200\_\_ and concluding (*last day of required attendance*)  
\_\_\_\_\_, 200\_\_, by and between the Pastor/Ecclesiastical Liaison of  
\_\_\_\_\_ Catholic Elementary School in  
the City of \_\_\_\_\_, Ohio and the Teacher, \_\_\_\_\_.

- (1) THE PASTOR/ECCLESIASTICAL LIAISON agrees to employ, and the Teacher, first having been officially certified/licensed, agrees to devote full time as a teacher on the staff of \_\_\_\_\_ Catholic Elementary School for the 200\_\_-200\_\_ academic school year only. This Agreement is between the Teacher and Pastor/Ecclesiastical Liaison on behalf of the parish/school and not with the Roman Catholic Diocese of Cleveland nor the Bishop of the Roman Catholic Diocese of Cleveland or on behalf of the religious community to which the Pastor/Ecclesiastical Liaison may belong.
- (2) THE TEACHER agrees to serve the school in the grade or grades assigned by the Principal; to perform teaching duties and supervisory duties effectively and efficiently as directed by the Principal; to work cooperatively with the Principal and others in the school; to attend parent-teacher interviews, institutes, and in-service training as required; to respect the Catholic and Christian spiritual values of the students and to aid in students' Catholic and Christian formation by exemplifying in the Teacher's own actions the characteristics of Catholic and Christian living; to conduct him/herself and live in accordance with Catholic principles and Catholic doctrine and be outstanding for his/her correct doctrine and integrity of life; to comply with applicable Canon Law of the Roman Catholic Church, and to abide by the established rules, regulations, and policies of the schools as contained in the School's Faculty Handbook. In the absence of such a Handbook, the Diocese of Cleveland Handbook for Elementary Schools will serve as the controlling document relative to established rules, regulations, and policies. The Teacher agrees and understands that upon execution of this Agreement, the Teacher is obligated to perform services during the entire period of the Agreement in accordance with and during the established days of the school calendar and schedule.
- (3) THE TEACHER shall hold the appropriate religious education certification and state credentials and certification for his/her assigned position in accordance with applicable state statutes and administrative codes of the Ohio Department of Education. The Teacher shall provide proof of certification to the Pastor/Ecclesiastical Liaison at the time this Agreement is signed.
- (4) THE PASTOR/ECCLESIASTICAL LIAISON agrees to pay the Teacher the total sum of \_\_\_\_\_ Dollars (\$) ) for the 200\_\_-200\_\_ school year, which sum will be paid over a period of 24 payments, the first of which is to be made on the first pay period after the opening of school in September.

- (5) This Agreement creates no right, or right of expectation, in either the Teacher or the Pastor/Ecclesiastical Liaison for employment in any academic years beyond the academic year indicated above. This Agreement contains the entire Agreement of employment between the parties, and no prior agreements, statements, representations, or promises shall be effective or binding on either the Teacher or the Pastor/Ecclesiastical Liaison. Any amendments to, or modifications of this Agreement will not be valid or enforceable unless in writing signed by both the Teacher and the Pastor/Ecclesiastical Liaison.
- (6) It is understood and agreed that a condition of this employment Agreement is prior full compliance with provisions of the Ohio Revised Code Section 3319.39 regarding the Bureau of Criminal Identification and Investigation (BCII) criminal records check and Federal Bureau of Investigation (FBI) check for school personnel engaged in the care, custody, and control of children. The undersigned Teacher understands that he/she will be responsible for the payment in full of the administrative fees attached to the BCII record check and FBI check. In addition, it is understood that should a BCII check or FBI check reveal that the undersigned Teacher has been found guilty of the commission of any crime, as described in ORC 3319.39, the undersigned Teacher's employment, as created by and through this Agreement, will be immediately terminated.
- (7) The Teacher hereby acknowledges that \_\_\_\_\_ Parish/School, in compliance with the provisions of ORC Section 3319.39 will forward his/her fingerprints to the BCII for a complete criminal record check and FBI check. The Teacher hereby releases \_\_\_\_\_ Parish/School, the Pastor/Ecclesiastical Liaison from any and all liability of any type as a result of their providing the above-mentioned information to BCII or its authorized agents and the FBI and its authorized agents. Further, the Teacher hereby releases and discharges \_\_\_\_\_ Parish/School, its Pastor/Ecclesiastical Liaison, employees, the Roman Catholic Diocese of Cleveland, the Bishop of the Roman Catholic Diocese of Cleveland, the Office of Catholic Education, and all their agents, successors and assigns from any and all liability that may arise from these investigations of his/her background as set forth herein.
- (8) The Teacher shall perform all duties effectively and efficiently. This Agreement may be terminated by the Pastor/Ecclesiastical Liaison during its term for cause, including but not limited to: ineffective teaching, incompetence, inefficiency, violations of the rules and regulations of \_\_\_\_\_ Parish/School, violation of applicable Canon Law of the Roman Catholic Church, insubordination, neglect of duty, and/or for any other acts of misfeasance, malfeasance, and nonfeasance. The Pastor/Ecclesiastical Liaison may also suspend the Teacher during the term of this Agreement for cause.
- (9) In the event the Teacher fails to commence services under this Agreement or fails to complete its terms as scheduled under the terms of this Agreement, it is agreed that the Pastor/Ecclesiastical Liaison will incur damages and administrative costs associated with the

recruiting and interviewing of a new teacher for the position. The Pastor/Ecclesiastical Liaison and Teacher agree that \$2,000.00 is a reasonable amount of liquidated damages that the Teacher shall owe the Pastor/Ecclesiastical Liaison for breach of this Agreement. The Teacher agrees that the Pastor/Ecclesiastical Liaison may either commence legal action to recover this amount, with interest and attorney fees, or may withhold such amount from any unpaid salary from the previous school year or from any other money due the Teacher.

Parish/School \_\_\_\_\_

by \_\_\_\_\_  
Pastor/Ecclesiastical Liaison's Signature      Teacher's Signature

\_\_\_\_\_  
(Please Print) Last Name      First Name

\_\_\_\_\_  
Address      City      ZIP Code

\_\_\_\_\_  
Phone Number      Social Security Number