



OFFICE OF THE BISHOP

1 May 2014

Dear Parents,

Enclosed are the revised teacher agreement and revised principal/administrator agreement which the Office of Cathedral Formation and Education had previously informed you would be coming. The purpose of the latter is simply to offer a brief explanation as to why the contracts were revised and to discuss some of the more important changes that have been made.

As a best practice, it is prudent to periodically review form contracts such as these and to improve them over time based on what we have learned from experience. As I had been several years since the prior contracts had been reviewed, it was certainly time to review and update them. Also, circumstances, including several lawsuits, in our state and throughout the country indicate that there is a very real need to better communicate with our teachers and administrators about the ministerial nature of their work and about the specific expectations that come with being a part of such an important ministry.

As you know, the Church has long taught that the purpose of a Catholic school is the development of its students as a whole person in the image of Jesus Christ. That being the case, a Catholic school can only truly succeed in its mission if the entire school has an authentically Catholic spirit and every aspect of it is inspired by Christ. In light of this, a "Catholic morals" clause has long been a feature in our contracts with teachers and administrators. However, the current secular culture presents a view of life and humanity that is increasingly at odds with our Catholic faith. As a result, there is often confusion about what it might mean to live an authentically Catholic life. Many people, including many Catholics, misunderstand or do not know what the Church teaches about core issues, including many significant issues that are currently accepted in the public square. As such, many of the more significant changes in these contracts are an attempt to respond to this need for clarity.

Some changes to the contract, like the use of bullet points, are simply format changes meant to make the contracts more structured and understandable. In fact, some of the language from the former contract remains a part of the revised contracts. However, some changes are more significant and represent new elements that were not present in the former contracts. The most notable changes in these contracts are (1) the use of the term "Minister," (2) the inclusion of specific acts that are contrary to the moral teaching of the Church, and (3) an exhibit that explains the Church's teachings about the ministerial nature of the work that teachers and administrators do. I must emphasize that these changes are not meant to impose any obligations that were not already present in the former contract. They are intended, however, to make clear and more specific what has always been required and expected of our teachers and administrators.

The changes are not meant to signal a change in your relationships with your administrators or teachers. As before, we assume that those signing these contracts live their lives in an authentically Catholic way. As before, any issues relating to a possible breach of the contracts' moral clause will only arise when problems, actions or speech are made public or become known to you. The changes do not create any

obligation on your part to actively investigate how your employees live their private lives or do to anything different than what you've done in the past.

When reviewing these new contracts to your teachers and administrators, you will need to be mindful that the revised contracts are different than what they are used to receiving. Consequently, I strongly urge you to give teachers and administrators a chance to read and fully understand them, instead of expecting them to sign the contracts when they are presented to them. They should also be given the encouraged to take the contracts home so that they can read them carefully. They should also be given the opportunity to ask questions about things that they may not understand or about which they desire clarification. Again, the purpose of the changes is to communicate better and more clearly with teachers and administrators. We want them to fully understand what these contracts say so that they can knowingly sign and agree to their terms.

To assist you in introducing the new contracts to your teachers and administrators, a sample introductory letter is being provided which can be given to them when they receive the revised contract for the first time. The letter should help them understand why the changes have been made to the contracts as well as what the changes mean to them.

Finally, I would also ask you to carefully read through this revised contract and to contact me with any questions you may have about it. It is important for you to understand it and be able to answer questions posed to you as you present these to your teachers and administrators.

In closing, I want to thank you for your dedication to Catholic education. Without your commitment to this important ministry, the success we have enjoyed throughout the Diocese in forming young Catholic girls and boys would not have been possible. I pray that God continue to bless you in your work.

Sincerely Yours in Christ,

*Richard Lennon*

Most Reverend Richard C. Lennon

May 4, 2014

Dear Teachers,

This year, the teacher agreement which has been in use for many years has been updated. You will notice a number of changes as well as some familiar language from the previous agreement form. Some changes are simply format changes, such as paragraph headings and the use of bullet points for clarity and easier comprehension. Other changes are more substantive, and include use of the term "Teacher-Minister" and the elaboration of the "morals" clause of the agreement to include specific examples of moral issues that the Catholic Church teaches are important. These specific changes, while not creating new requirements or expectations, are simply an attempt to be clear about the role that teachers play in the formation of students as Catholics and to lay out in a clear way some of the issues important to the Catholic Church in light of the very real challenges posed by today's secular society.

It is certainly legitimate for you to ask, "why is this important?", and "why now?" In answer to the first question, these changes are important components to include in this type of agreement due to the very nature and purpose of a Catholic school and the role that each of you play in fulfilling that purpose. The purpose of a Catholic school is the development of its students as a whole person in the image of Jesus Christ. We can only truly succeed in this mission if the entire school has an authentically Catholic spirit and every aspect of it is inspired by Christ. In answer to the second question, now more than ever in our lifetimes, the secular culture presents a view of life and humanity often at odds with our Catholic faith. Certain changes to the agreement are, as such, a response to the need of the Catholic Church to articulate clearly its teachings in the face of these competing viewpoints.

One specific change which may be of particular interest to you is the use of the term "Teacher-Minister." Although you are not ministers in the same way an ordained priest or deacon is, you do play a very unique and important role in the ministry of the Church. By using this term we simply want to be explicit about the ministerial role you as teachers play in passing on the Catholic faith to our students, not only by your classroom instruction, but by the very example of your lives. Your ability to influence the children and witness Christ to them is second only, perhaps, to the influence that parents themselves have. As such, the ministerial role you play in the formation of our students in the image of Christ is both a special honor and a serious responsibility.

As you read through this revised agreement, please do not hesitate to come to me with any questions. Finally, please know that we appreciate the contributions you make to the development of the children entrusted to us, and we look forward to working with you in continuing this most important work of the Church in the coming school year.

Sincerely,

Rev. \_\_\_\_\_  
Pastor, \_\_\_\_\_ Parish

**EMPLOYMENT AGREEMENT**  
for  
**CATHOLIC ELEMENTARY SCHOOL TEACHER-MINISTER**

THIS TEACHER MINISTER EMPLOYMENT AGREEMENT (the "Agreement") is made by and between \_\_\_\_\_ Catholic Parish, Ohio (the "Parish") and \_\_\_\_\_ the "Teacher-Minister") under the terms and conditions set forth below. This Agreement shall be effective (the "Effective Date") on the day on which it is signed by the latter of the two parties to sign.

1. **Employment.** The Teacher-Minister understands and agrees that this Agreement is between him/her and the Parish only. The Teacher-Minister further understands and agrees that the Diocese of Cleveland, the Bishop of the Diocese of Cleveland, and the religious community or order to which the Pastor/Parish Administration may belong are **NOT** parties to this Agreement.

2. **Employment Term.** The Parish agrees to employ the Teacher-Minister for the 20\_\_\_\_, 20\_\_\_\_ school year (the "School Year") only and in such capacity or in such positions as the Parish deems necessary.

3. **School Year Defined.** The School Year commences on \_\_\_\_\_, 20\_\_\_\_ and concludes on \_\_\_\_\_, 20\_\_\_\_. The School Year shall comply with the requirements of the Ohio Department of Education and the Ohio Catholic School Accrediting Association in regard to hours of instruction and non-instruction and shall consist of actual instruction plus any non-instructional workdays, in service days, parent-teacher conferences, institutes, and other meetings or events as the Teacher-Minister may be directed from time to time during the School Year by the Parish's school principal, school president, or pastor/administrator (the "Principal," "President," and "Pastor/Parish Administration," respectively).

4. **Compensation.** As compensation for the services provided by the Teacher-Minister under this Agreement, the Parish agrees to pay the Teacher-Minister the total sum of \_\_\_\_\_ This sum shall be paid to the Teacher-Minister over a period of twelve (12) months by way of twenty four (24) semi-monthly payments, subject to applicable legal deductions. The first of such payments shall be made on the first pay period in September after the commencement of the School Year.

5. **Duties of the Teacher-Minister.** The Teacher-Minister shall throughout the School Year perform to the full satisfaction of the Parish such duties as are customarily performed by one holding the same or similar position, including, but not limited to, the following:

- a. Diligently, efficiently, and professionally performing the duties assigned to him or her and as directed by and to the satisfaction of the Principal, President, or Pastor/Parish Administration.
- b. Devoting all of his/her time, attention, and efforts during working hours to the performance of his/her duties.
- c. Abiding by all policies, handbooks, rules, and regulations of the Parish and the Diocese of Cleveland. If the Parish does not have its own school handbook, the Parish has opted to adopt the Diocese of Cleveland Handbook for Catholic Schools as the Parish's school handbook.
- d. Working co-operatively, respectfully, and professionally with the Pastor/Parish Administration, Principal, all other Parish employees and staff, colleagues, students, parents/guardians, Diocesan staff, and all others whom the Teacher-Minister encounters as part of the performance of his/her duties under this Agreement.
- e. Arriving at work no later than the designated start time and leaving no earlier than the designated ending time each work day.

f. Acting as an outstanding personal witness to the Catholic faith and religion by living both his/her professional and personal life in accordance with the doctrines and morals of the Roman Catholic Church, as embodied in its various documents of the Roman Catholic Church, including, without limitation, the Catechism of the Roman Catholic Church, which is available online at <http://www.vatican.va/ENGLISH/CATECHISM/index.html> and which is incorporated into this Agreement by this reference.

g. Embodying in his/het actions and performance a respect for the Roman Catholic Church and its doctrines.

h. Always being mindful of his/her role as a "minister" of the Roman Catholic Church in the transmission of the Catholic faith to the students of the Parish school not only through his/her classroom instruction but also through his/her personal conduct and example, regardless of whether the Teacher-Minister provides religious instruction to students.

i. Retaining from actions or speech that are considered by the Roman Catholic Church to be evil or immoral in which might cause scandal, as such term is understood by the Roman Catholic Church (i.e., an attitude or behavior which leads or tempts another to do that which the Roman Catholic Church considers evil or immoral).

6. **Role as Minister and Role Model of the Faith.** The Teacher-Minister, in signing this Agreement represents that he/she has read and understands the *Instruction on the Pastors of Catholic Schools and the Role of Teachers and Administrators in Catholic Schools* by the Bishop of the Diocese of Cleveland, which is attached to this Agreement as *Exhibit A* and incorporated into this Agreement by this reference. The Teacher-Minister understands and acknowledges that the Roman Catholic Church views the primary purpose of a Catholic school as a means of building up the Kingdom of God through the holistic and authentically Catholic formation of each student and that such development can only truly be fostered in a wholly Catholic environment. The Teacher-Minister further understands and acknowledges that it is the teaching of the Roman Catholic Church that teachers in a Catholic school are truly and in a very real sense engaged in a special ministry, or apostolate, of the Roman Catholic Church and that such teachers should bear witness to Christ in their lives as much as in their classroom instruction. For this reason, Canon 803 of the Code of Canon Law requires that teachers of a Catholic school must be "outstanding in true doctrine and uprightness of life." As such, the Teacher-Minister agrees to act, speak, and live at all times in a manner consistent with the teachings of the Roman Catholic Church and understands that actions and speech that are contrary to Catholic teaching will not be tolerated by the Parish and shall be grounds for disciplinary action up to and including termination. The following, although in no way an exclusive list, represents by way of example certain speech or actions that are considered to be contrary to the teachings of the Roman Catholic Church:

- a. Public support of positions contrary to Roman Catholic Church teaching (including, but not limited to, publicly supporting abortion, euthanasia, assisted suicide, embryonic stem cell research, in vitro fertilization, artificial insemination, surrogate parenthood, direct sterilization, or so-called homosexual or same-sex marriage or unions).
- b. Procuring or assisting another in procuring an abortion.
- c. Making use of or participating in artificial insemination, in-vitro fertilization, or surrogate parenthood.
- d. Preparing for or engaging in a same-sex marriage or union.
- e. Engaging in or publicly supporting sexual relations outside of marriage (which shall be understood for purposes of this Agreement as being the marriage between one man and one woman).
- f. Living with another as husband or wife without the benefit of a marriage recognized as valid by the Roman Catholic Church or cohabiting outside of marriage.
- g. Engaging in or supporting transvestitism, transgenderism, or sex reassignment.
- h. Membership in any organization that is anti-Catholic or whose philosophy is in any way contrary to the ethical or moral teachings of the Roman Catholic Church.

- 1. Indecent or lewd behavior (including, but not limited to, the unlawful use of drugs, substance abuse, or use of pornography).
- 2. Serious dishonesty.
- 3. Entering into a marriage with a person when one of the parties to the marriage is validly married to another person in the eyes of the Roman Catholic Church (e.g., entering into a marriage if one of the parties has entered into marriage previously and has not received an annulment from the Roman Catholic Church).
- 4. Use of social media or electronic means of communication (e.g., email and texting) in an improper, unprofessional, or scandalous manner (including, but not limited to, use of social media or electronic means to communicate, post, share, or send material that is lewd, indecent, sexually suggestive, or pornographic).

**Teacher-Minister initials here to indicate he/she has read and understands this Section 6 and the attached Exhibit A**

7. **Sacrificion and Licensing.** As a condition of employment, the Teacher-Minister shall hold all of the appropriate religious education certification required by the Parish and/or the Diocese of Cleveland as well as all state credentials, licensing, and certification for his/her assigned position in accordance with applicable law, including without limitation state statutes, administrative codes, and any rules and regulations of the Ohio Department of Education and Ohio Catholic School Accrediting Association. The Teacher-Minister shall provide proof of all such certification and licensing to the Principal within 14 days of the effective Date or by the first day of the School Year, whichever is earlier, and thereafter at such times as the Parish may demand.

8. **Criminal Records Check.** The Teacher-Minister understands and agrees that this Agreement is conditioned upon the Teacher-Minister's 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-Minister understands that he/she will be responsible for the payment in full of the administrative fees related 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-Minister has been found guilty of the commission of any crime described in ORC §3319.39 or O.A.C. §3301.20-01 or which operates as a bar to employment under the Diocese of Cleveland's then current child protection policy, the undersigned Teacher-Minister's employment, as created by and through this Agreement, shall be immediately terminated.

The Teacher-Minister acknowledges and agrees that the Parish, in compliance with the provisions of ORC §3319.39, will forward the Teacher-Minister's fingerprints to the BCII or other appropriate governmental agency for a complete criminal record check and FBI check. The Teacher-Minister hereby releases the Parish and the Pastor/Parish Administrator from any and all liability of any type as a result of such parties providing the above mentioned information to BCII, the FBI, or the authorized agents of either. Further, the Teacher-Minister hereby releases and discharges the Parish, the Roman Catholic Diocese of Cleveland, the Bishop of the Roman Catholic Diocese of Cleveland, the Office of Catechetical Formation and Education, and all their respective officers, employees, agents, attorneys, successors and assigns from any and all liability that may arise from these investigations of his/her background as set forth herein.

9. **Termination.** In addition to the termination provisions referenced elsewhere in this Agreement the Parish may, in the Parish's sole discretion, terminate this Agreement or administer disciplinary action short of termination during its term for cause, which includes but is not limited to the following:

- Ineffective teaching;

- Incompetence.
- Unsatisfactory performance.
- Conduct unbecoming a teacher-minister.
- Inability to maintain student discipline.
- Frequent absenteeism.
- Arriving later than the designated start of work time or departing earlier than the designated end of work time.
- Intemperance.
- Unprofessional behavior.
- Inefficiency.
- Misrepresentation on the Teacher-Minister application or credentials.
- Violations of the rules and regulations of the Parish
- Violation of applicable Canon Law of the Roman Catholic Church, which is incorporated into this Agreement by this reference.
- Any personal conduct or lifestyle that would be in variance with or contrary to the moral or religious teachings of the Roman Catholic Church and/or any Canon of the Code of Canon Law of the Roman Catholic Church relating to such teachings, including those listed in Section 6 above, or which may cause public scandal or embarrassment of which may discredit the Parish, including its school, in anyway.
- Insubordination.
- Neglect of duty.
- Any other acts of misfeasance, malfeasance, and nonfeasance.
- Commission of a crime.

10. **Failure to Commence or Complete Services.** The Teacher-Minister understands and agrees that upon execution of this Agreement, he/she is obligated to fully perform the services set forth in this Agreement for the entire School Year, despite the fact that such services do not commence until after the Effective Date. In the event the Teacher-Minister fails to commence services or fails to complete its terms as required by this Agreement, the Teacher-Minister acknowledges and agrees that the Parish will incur damages, including but not limited to, administrative costs associated with the recruiting and interviewing of a new person for the position and harm to the stability of the classroom and/or school environment. The Parish and Teacher-Minister further agree that the amount of such damages would be uncertain and difficult to quantify. **Consequently, the Parish and the Teacher-Minister agree that \$2,000.00 is a reasonable amount of liquidated damages that the Teacher-Minister shall owe the Parish in the event the Teacher-Minister fails to commence or fails to complete the services that the Teacher-Minister is obligated to provide under this Agreement. The Teacher-Minister further agrees that the Parish may, without commencing 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-Minister.**

11. **No Right to Renewal or Re-employment.** This Agreement is strictly for employment for the School Year (as defined above). This Agreement shall not automatically renew. This Agreement shall not be continued as a promise of employment beyond the School Year and does not in any way create any right, expectation, or right of expectation of employment beyond the School Year.

12. **Termination of Agreement in Event of School Closure.** This Agreement shall automatically terminate and neither party shall have any further obligation to the other in the event that the Parish closes its school prior to the start of the School Year.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No prior agreements, statements, representations, or promises shall be effective or binding on either the Teacher-Minister or the Parish, whether written or oral.
14. **Exhibits.** Any and all exhibits attached to this Agreement shall be considered to be fully incorporated into and made a part of the Agreement.
15. **Limitation on Authority.** The Teacher-Minister acknowledges and agrees that he/she shall have no right or authority to enter into any contract, whether oral or written, or to otherwise legally bind the Parish, including the Parish school, and shall in no way hold himself/herself out as having such authority.
16. **Modification.** This Agreement may not be amended, altered, or modified in any way unless such is done in writing and signed by both the Pastor/Parish Administrator and the Teacher-Minister.
17. **Waiver.** The waiver by either 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 have executed this Agreement on the dates shown below.

**PARISH**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: Pastor \_\_\_\_\_

Date: \_\_\_\_\_

**TEACHER-MINISTER**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_