

**EMPLOYMENT AGREEMENT – LAY PARISH CATECHETICAL LEADER
Archdiocese of Newark
2007 - 2008**

This Employment Agreement is made this ____ day of _____, 2007

by and between

“Parish” _____ City _____

and

“Parish Catechetical Leader” (PCL) _____

Residing At: _____

With the title of: _____

(Please select one or insert specific parish title)

Director of Religious Education	Catechetical Coordinator	Program Administrator
Pastoral Associate for Faith Formation	Director of Faith Formation	
Pastoral Associate for Adult Faith Formation	Director of Adult Faith Formation	

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Renewal Employment Agreement. The term of this Agreement is for _____ year(s). [Note: Maximum term shall not exceed three (3) years. However, if the term of the pastor of the parish will expire before the end of this Renewal Agreement, the end date of this Agreement should be as soon as possible after the end of the pastor’s term, so that any further renewal agreement can be negotiated with the new pastor.]

Date Agreement begins: _____

Date Agreement ends: _____ (Contracts should end on June 30th the end of the fiscal year.
This allows for proper program preparation and conclusion)

Contract year is: _____ 10 months _____ 12 months

Position is: _____ Full time _____ Part time
(25 or more hrs/wk.) (less than 25 hrs/wk.)

Hours per week: _____ hrs. /wk

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THIS CONTRACT CONSISTS OF TWO PARTS:

1. THIS AGREEMENT
2. JOB DESCRIPTION as attached

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1. The Parish employs the **PCL**, and the **PCL** agrees to serve the Parish for the period of this Agreement. The **PCL** agrees to perform the duties set forth in the **job description attached hereto** and made a part hereof. The Parish retains the discretion to change the job description in consultation with the Archdiocesan Catechetical Office.

2.
 - A. If either party intends to discontinue the relationship at the end of the contract term as specified above, written notice shall be given to the other by **March 30th** prior to the expiration of this Agreement.

 - B. If both parties agree to continue their relationship at the end of the contract term as specified above, a new agreement (minimum – one year; maximum three years) will have to be negotiated by **April 30th** prior to the expiration of this Agreement.

3. The **PCL** shall be allowed 10 sick days per year with full pay.
 - If this is a multi-year agreement, here insert whether such sick days are cumulative (_____) or non-cumulative(_____).
 - If sick days are cumulative, here insert the number of days that can be carried forth each year (_____).
 - If the agreement is being renegotiated, insert here the number of previously accumulated sick days that are being carried forth to the start of this contract (_____).

4. Because of the nature of his/her duties, the **PCL** shall be entitled to establish his/her own work schedule provided that this schedule is based on _____ hours of work per week and provided the catechetical needs of the Parish as set forth in the **attached job description** can, in the sole opinion of the parish be satisfied by such a schedule. The parish shall have the absolute right to approve or disapprove any proposed schedule

5. The **PCL** will be entitled to _____ working days paid vacation time per year. The schedule of such vacation is subject to the approval of the Parish. [*Written parish vacation policies will ensure consistent and equitable treatment of all employees. Eligibility and accrual will be clearly defined.*]

In addition, the **PCL** is entitled to _____ paid holidays: [*List holidays below.*]

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the Parish schedule necessitates that the **PCL** work on a given holiday, compensatory time shall be given. [*Note: It is also possible to draw up an agreement on a ten (10) month model in which case the number of vacation days under this paragraph 5 will be adjusted. The paid holidays during the ten month agreement period shall be stated and compensatory time shall be given if the Parish schedule requires that the PCL work on a holiday.*]

6. The **PCL** will be accountable to the pastor or his designate (as clearly stated in the attached job description), and will be expected to comply with all policies established by the Parish, the catechetical ministry policies of the Archdiocesan Catechetical Office, and the terms of this Agreement. It is expected that the **PCL**, as a member of the Parish staff, will participate in regular staff meetings for the purpose of mutual communication and more effective collaboration.

7. For the duration of this Agreement the Parish agrees to pay the **PCL** according to the following schedule:

2007 – 2008 fiscal year: _____

2008 – 2009 fiscal year: _____(If a multi-year contract)

2009 – 2010 fiscal year: _____(If a multi-year contract)

Each annual salary shall be paid in ____ equal installments, subject to the payroll deductions required by law. No other deductions may be made, unless they are authorized by the **PCL** in writing. [*State number and frequency of installment payments – e.g., 52 weekly, 26 bi-weekly, 24 semi-monthly, etc.*]

8. Employment under this Agreement is conditioned upon:

- A. Satisfactory results of a criminal history records background check in accordance with the policy currently utilized by the Archdiocese of Newark with respect to its employees;
- B. Before commencing employment hereunder, the **PCL**'s execution of an Acknowledgment of receipt and review of Archdiocesan Policies with respect to Conduct with Minors and Certain Reporting Obligations;
- C. Within three (3) months of commencement of employment hereunder, receipt of an official certificate indicating that the **PCL** has successfully completed the Protecting God's Children training program.

9. The parties agree to give reasonably prompt written notice of any dissatisfaction relating to work and/or conduct as expressed in the job description.

10. Termination.

A. By the **PCL**. This Agreement may be terminated by the **PCL** upon 90 days written notice to the parish.

B. By the Parish.

1. For Serious Cause. This Agreement may be unilaterally and immediately terminated by the Parish for any of the following reasons:

- Any conduct or misconduct which reflects discredit on the Parish or which interferes with the religious and educational mission of the Parish;
- Any conduct, activity or omission which violates Parish policies;

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- Any conduct, activity or omission which violates policies of the Archdiocese of Newark on Professional and Ministerial Conduct;
- Any overt immoral conduct or immorality, intemperance, or cruelty;
- Any other conduct, activity or omission which, in the sole determination of the Parish, tends to seriously impair the PCL's continued usefulness as a catechetical leader or to disrupt the proper operation of the Parish or any of its programs.

2. Other reasons.

- The Parish may also terminate this Agreement for any other reason it deems appropriate on 30 days written notice. In lieu of said 30 days written notice, Parish may terminate immediately hereunder provided it pays 30 days' salary and benefits to the PCL. Before the Parish utilizes this termination procedure, it shall consult with the Archdiocesan Catechetical Office in an effort to consider possible resolution without termination.

11. The Parish **will** provide the **PCL** with the following personal and professional benefits:

A. PERSONAL:

1. ***Health Insurance/Life Insurance***

- a. Health insurance as administered for Parish employees under the group plan of the Archdiocese of Newark. The Archdiocese of Newark may modify the group plan at any time.
- b. Group Life Insurance and Group Disability Insurance as administered for Parish employees under the group plan of the Archdiocese of Newark.
- c. An employee has the right to choose family medical coverage; the difference between single coverage and family coverage is paid by the PCL through a payroll deduction. The parish pays for single coverage for the PCL

2. ***Housing and other personal benefits are negotiable***

(List these here, if applicable) _____

- 3. ***Retirement.*** Inclusion in the Retirement Plan administered by the Archdiocese of Newark, if eligible.

B. PROFESSIONAL:

- 1. ***Continuing Education.*** The employing parish agrees to reimburse **PCL** for expenses incurred for continuing job related education up to \$_____ per year. [*Not less than \$800.*]
- 2. ***Catechetical Organizations.*** The Parish shall provide for the cost of affiliation of the **PCL** with appropriate catechetical organizations.
- 3. ***Catechetical Literature.*** The parish agrees to provide for adequate catechetical literature, the cost to be included in the regular operating budget of the Parish Catechetical Office.

4. **Transportation.** Job related travel will be reimbursed at the IRS standard mileage rate, which can vary annually. (*Job related travel does not include travel to and from work.*)
 5. The Parish agrees to provide the PCL with facilities, operating budget, office equipment, paid professional secretarial assistance, as well as a computer with access to the Archdiocesan e-mail system.
 6. [*Complete if applicable.*] The following additional professional benefits will be provided (retreat time, etc.) (Write “*none*” if none apply)
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12. **Notices**

All notices demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given personally or be mailed, postage pre-paid by registered or certified mail, return receipt requested, addressed to the party who is to receive same at his/her address as set forth above, or to such other address as any party shall notify the other parties by notice in accordance with this provision.

13. **Entire Agreement**

This Agreement represents the entire and complete agreement between the parties and, without limitation, the parties expressly agree that any previous communications, correspondence, memorializations of agreement and previous agreements are excluded from this Agreement and are not to be employed to construe this Agreement. Any other provisions of this Agreement to the contrary notwithstanding, this Agreement can only be modified by a writing signed by both parties and this provision cannot be orally waived.

14. **Partial Invalidity**

If any provision of this Agreement or any portion of any provision of this Agreement is declared null and void or unenforceable by any court having jurisdiction, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, and the remainder of this Agreement shall remain in full force and effect.

15. **Waiver of Breach**

The waiver by any party of a breach by any other party to this Agreement shall not operate or be construed as a waiver of any subsequent breach.

16. **Confidentiality**

The terms of this Agreement shall remain confidential and shall not be disclosed to any person except as required in the normal course of business for such purposes as audits, accountings and reinsurance claims. Should any person not a party to this Agreement, other than an auditor, accountant or reinsurer, seek the terms of the Agreement, the party receiving the demand shall promptly notify the other party. Should a court of competent jurisdiction order the disclosure of the terms of this Agreement to any other person, the parties shall use their best efforts to maintain its terms under seal.

17. **Sense and Circumstance**

All references made and all pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

18. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19. **Choice of Forum**

Any suit relating to this Agreement shall be brought in the Superior Court of New Jersey, in the county in which the Parish is located.

20. **Authority of Signatories**

The individuals signing this Agreement represent and warrant that they are empowered and authorized to sign this agreement.

21. **No Third Party Beneficiary**

Nothing in this Agreement shall be construed as conferring upon any person or entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement.

22. **Paragraph Headings**

The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall not become effective until executed by the PCL and Parish, and approved by the Associate Director for Personnel in Ministry, of the Archdiocesan Catechetical Office.

[Name of Parish, City]

Date

[Signature of Pastor]

Date

[Signature of Parish Catechetical Leader]

Date

*[Signature of Associate Director, Personnel in Ministry
Archdiocesan Catechetical Office
(For approval purpose only)]*

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RENEWAL CONTRACTS ARE DUE AT THE ARCHDIOCESAN CATECHETICAL OFFICE BY MAY 15th OF THE YEAR IN WHICH THE CONTRACT IS BEING SIGNED.

PLEASE ATTACH JOB DESCRIPTION TO THIS AGREEMENT