

## Ace Superintendent's Conference

### **Employee Conduct Standards And Ministerial Exception**

*Presentation Paper:*

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Diocese of El Paso

#### **Drafting Employee Conduct Standards**

Keep it simple but address all employee conduct, not just “moral” conduct.

For principal and teacher contracts: Diocese of El Paso contracts attached, including job descriptions, which are part of the contracts.

#### **Use of Employee Conduct Standards as a Defense in Employment Litigation**

- a. Regarding “morals” clauses, if you are hoping to rely on these clauses to win an employment case, if it involves an unmarried pregnant teacher, then you face an uphill battle.
- b. Specific types of moral clauses

#### **Prohibition of pre marital sex**

Boyd v. Harding Academy of Memphis, 88 F.3d 410 (6<sup>th</sup> Cir. 1996)\_A preschool teacher at a religious school affiliated with the **Church of Christ** filed an action against the school based on violations of Title VII and the pregnancy discrimination.

School's justification was that plaintiff was fired not for being pregnant, but for having sex outside of marriage in violation of their Code of Conduct. The court noted that it was uncontroverted at trial that the principal of the school *had terminated at least 4 individuals, both male and female, who had engaged in extramarital sexual relations that did not result in pregnancy.*

Ganzy v. Allen Christian School, 995 F.Supp 340 (E.D. New York 1996) In Ganzy an unmarried pregnant teacher at a *church affiliated school* was fired. She sued the school claiming gender discrimination under Title VII. The plaintiff claimed that she was terminated due to the fact that she was pregnant and unmarried and therefore a bad role model which was disputed by the defendant. *The school contended that its policy against non-marital sex applied to both males and females, though this was the first occasion when that activity had been the reason for a dismissal.* The court concluded that there were **issues of fact** as to whether the termination was due to premarital sex or was a pretext for gender discrimination.

Cline v. Catholic Diocese of Toledo, 206 F.3d 651 (6<sup>th</sup> Cir. 2000) Plaintiff brought a claim under Title VII alleging both the school and the diocese discriminated against her on the basis of gender when they failed to renew her contract after she became pregnant.

Sixth Circuit overturned summary judgment for School finding that there fact issues related as to whether the termination was based on pregnancy or on the morals clause.

Vigars v. Valley Christian Center of Dublin Calif., 805 F.Supp 802 (N.D. California 1992) A librarian who was dismissed from a parochial school allegedly because of her out of wedlock pregnancy brought suit under Title VII against the school, the church and the school administrators. The district court in considering the defendant's motion for summary judgment found that there was a material issue of fact as to the reason for her termination.

The court concluded that the fact that the case could involve sex discrimination is made even more clear when one remembers that **only women can ever be fired for being pregnant without the benefit of marriage. Thus women would be subject to termination for something that men would not be and that is sex discrimination regardless of the justification put forth for the disparity.**

Redhead v. Conf. of Seventh Day Adventists, 566 F.Supp.2d 125, (E.D. New York 2008) Teacher brought gender and Pregnancy Discrimination Act claims. Court found there was a fact issue of whether she was terminated because of her pregnancy or fornication

### **Cohabitation with another unmarried person**

Parker-Bigback v. St. Labre School, 7 P. 3d 361 (2000 Montana) Plaintiff was a *school counselor* who filed suit against the Catholic school arising out of her alleged discriminatory termination due to her cohabitation with the man she was not married to. St. Labre is a school operated by the St. Labre Indian School Education Association which is an institution based on teachings and beliefs of the Roman Catholic Church. Plaintiff believed that she was terminated because her supervisor, Father Emmett Hoffman, didn't approve of her cohabitation with a man to whom she was not married, which was contrary to Roman Catholic moral teachings. The district court in Montana granted the motion to dismiss filed by St. Labre School.

The Montana Supreme Court cited in its opinion the morals clauses which were contained in her contract which read as follows:

"To conform to and abide by all the moral and religious teachings and beliefs of the Roman Catholic Church and not to engage in any personal conduct or lifestyle which would be at variance with or contrary to the policies of the School and the Diocese of Great Falls Billings or the moral and religious teachings of the Roman Catholic Church."

The CEO of the School stated that it was important for the School's administrative employees to demonstrate a lifestyle which reflect the beliefs of the Roman Catholic Church if they are to serve as role models for the students educated at the School and that it was inconsistent with the Church's teaching for a person to cohabit with someone of the opposite sex to whom she was not married.

The court concluded that the **School's right to freely exercise its religion through its employment practices was guaranteed by the First Amendment and stated that the case was not about marital status or gender, but was about conduct which she agreed she would avoid when she signed the employment agreement.** They therefore concluded that there was no discrimination.

Basinger v. Pilarczyk, 738 N. E. 814 (2000 Ohio Ct. App.) (age discrimination complaint dismissed where teacher cohabited without being married)

### **Remarriage without annulment**

Manno v. St. Felicitas Elementary School, 831 N.E. 2d 1071(2005 Ohio Ct. App.) (age discrimination complaint dismissed where teacher remarried without first obtaining an annulment)

### **Adulterous Affair**

Gosche v. Calvert High School, 997 F. Supp. 867 (N.D. Ohio 1998) (music teacher's claim for disability and gender discrimination dismissed where she had an adulterous affair with parent of student)

- c. When analyzing an employment claim, the following actions are recommended:
- i. First articulate, in one sentence the answer to the following: Why is this person being terminated?
  - ii. Then ask: does that reason sound reasonable from a non-religious perspective?
  - iii. If it does not, then ask: if we have to rely on our "morals" clause, then consider the following:
    - Have we advised teachers what conduct will violate morals clauses?
    - What is the teaching that has been violated?
    - What have we done to ensure that other employees don't violate that teaching?
    - If we only enforce it when we become aware of a violation, does that practice have an adverse impact on a particular class: men only? Women only? Older person? Persons of a particular race or national origin?

- Do we have concrete examples of taking adverse action against other employees in other protected and non-protected classes for violating the same teaching?

### Ministerial Exception

The First Amendment bars claims of employment discrimination brought by ministers of a church. The government cannot interfere with the decision of a religious organization to terminate one of its ministers, because to do so would violate the First Amendment. Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC et al., 132 S.Ct. 694, 706 (2012) (“Requiring a church to accept or retain an unwanted minister, or punishing a church for failing to do so . . . interferes with the internal governance of the church, depriving the church of control over the selection of those who will personify its beliefs.”).

The ministerial exception is not dependent upon ordination, but upon the function of the position. Rayburn v. General Conference of Seventh-Day Adventists, 772 F.2d 1164, 1168 (4<sup>th</sup> Cir. 1985). Non-ordained employees are ministerial employees when they are responsible for conveying the Church’s message, Alicea-Hernandez v. Catholic Bishop of Chicago, 320 F.3d 698, 704 (7<sup>th</sup> Cir. 2003), teaching the faith, Hosanna-Tabor, 132 S.Ct. at 708, and carrying out the Church’s mission. Id., Rayburn, 772 F.2d at 1169.

#### **Pre Hosanna-Tabor Cases**

##### Ministerial exception upheld

Sabatino v. Saint Aloysius Parish, 672 A. 2d 217 (N.J. Super. 1996) (principal of Catholic school was ministerial employee).

Pardue v. Center City Consortium Schools of Archdiocese of Washington, 875 A. 2d 669 (DC Ct. App. 2005) (principal of Catholic School was a ministerial employee)

Coulee Catholic Schools v. Labor and Industry Review Commission, 768 N.W. 2d 868 (Wisconsin 2009) (first grade teacher’s age discrimination claim barred by ministerial exception). Teacher opened class with prayer; prayer at lunch, secular classes included religious content; taught religion three days a week; helped celebrate school wide religious holiday; Catholic school was considered a ministry of the church; attended weekly mass with her students; and participated in various aspects of mass.)

Alicea-Hernandez v. Catholic Bishop of Chicago, 320 F.3d 698, 704 (7<sup>th</sup> Cir. 2003) (ministerial exception precluded Title VII claims by Communications Manager for diocese).

Stately v. Indian Community School of Milwaukee, Inc., 351 F. Supp.2d 858 (E.D. Wisconsin 2004) (Title VII race and religion claims dismissed where teacher engaged in and taught Native American ceremonies, incorporated Native American cultural and religious traditions in her classes, and participated in school’s spiritually based mentorship programs).

Klouda v. Southwestern Baptist Theological Seminary, 543 F.Supp.2d 594 (2008) (N.D. Texas) (sex discrimination claim by teacher at seminary barred by ministerial exception)

Her spiritual leadership included ministering the students by listening to them and she praying with them and for them. Faculty at Seminary are hired, assigned, advanced, tenured and evaluated and terminated on predominantly religious criteria. Seminary regards its employment decisions as divinely guided. Assessments of each employee's suitability for the position she will occupy in relation to the students and as a representative of the institution.

Patton v. Jones, 212 S.W.3d 541 (Tex. App. Austin 2006) (Youth minister's claims for defamation barred by ministerial exception). Youth minister was responsible for organizing events, meaning that he made decisions on behalf of the church about what activities and members of its youth ministry would participate in. The purpose of the youth group retreat was to bring people together in fellowship often accomplished with religious worship or reflection. Organizing and chaperoning events for the youth ministry were activities that furthered the church's mission. As director of the program he managed the budget and was authorized to decide how the church's money was best used in furtherance of ministering to its youth.

#### Ministerial Exception not upheld:

Redhead v. Conference of Seventh-Day Adventists, 440 F. Supp. 2d 211 (E.D. New York 2006) (teacher who taught one hour of bible study per day, and attended worship service once a year not a ministerial employee).

Guinan v. Roman Catholic Archdiocese of Indianapolis, 42 F. Supp. 2d 849 (S.D. Indiana 1998) (teacher who taught one class in religion per term and organized Mass once a month not covered by ministerial exception.)

Braun v. St. Pius X Parish, 827 F. Supp. 2d 1312 (N.D. Oklahoma 2011) (Episcopalian teacher at Catholic school who did not teach religion or lead students in prayer was not a ministerial employee.) Court was critical of fact that Parish failed to articulate the specific responsibilities that might be considered ministerial.

#### Hosanna- Tabor

The key case regarding teachers and the ministerial exception is Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC et al., 132 S.Ct. 694 (2012). In that case, the Supreme Court held that a "called" elementary school teacher at a Lutheran school was a ministerial employee. Based on the Supreme Court's analysis in Hosanna-Tabor, it is unwise to presume that a lay teacher will qualify as a ministerial employee only if the job description for the teacher sounds "ministerial" enough. This is because the Court considered several other factors as well:

The first question to consider relates to your "called" ministers: Does your diocese have "called" ministers? Are teachers eligible to be "called" in their roles as teachers? If not, why not? If so, how many of your teachers are called?

Does the employer hold the teacher out as a ministerial employee? In Hosanna -Tabor, the school held their called teachers out as ministers by issuing them a "diploma of vocation" and giving her the title "minister of Religion, Commissioned. The congregation periodically

reviewed the teacher's skills of ministry and ministerial responsibilities" and provided her with continuing ministerial education. What does your diocese do in a comparable way to distinguish your teachers as ministers? In this regard, you should probably look at how your diocese evaluates and holds out other ministerial staff and compare that to how your teachers are evaluated and held out.

The next factor the Court considered was the degree of religious training required for the commissioning as a minister. In Hosanna-Tabor, the teacher had to 1) complete eight college-level courses in ministry, 2) receive the endorsement of her local Synod and 3) pass an oral examination by a faculty committee at a Lutheran college. What does your diocese require of its teachers in terms of their education and training? Does your diocese require your teachers to be Catholic?

The third factor the Court considered was the fact that the teacher held herself out as a minister by 1) accepting the formal call to religious service, 2) claiming a special housing allowance available only to ministers and 3) by identifying herself in other public documents as a minister. How do your teachers hold themselves out as ministers?

The final factor the Court considered was the teacher's job duties. In this regard, the job description will be important but it will also be important to show what the teacher actually did of a ministerial nature each day. While it is true that the Catholic faith is to permeate the classroom in every subject, this alone will not be enough to qualify a teacher as a ministerial employee if they do not teach religion and do not have other duties of a religious nature—planning worship services, leading prayer, for example.

## POST HOSANNA-TABOR CASES

### **Upheld Ministerial exception**

Herzog v. St. Peter Lutheran Church , 884 F. Supp. 2d 668 (N.D. Ill. 2012) (Lutheran called elementary teacher who was required to integrate Christian instruction into every subject, held religion classes four days per week, attended church services with her students, prayed with students at beginning and end of day, and prepared her class for church service was a ministerial employee.

Preece v. Covenant Presbyterian Church, 2015 Westlaw 1826231 (D. Neb. 2015) (youth minister was a ministerial employee). Had daily interaction with the youth of the church, ensured the spiritual needs of the youth were met, planned, developed and implemented programs to expand and improve the youth ministry, and taught youth programs in the ways of the church.. Pastor described his role as imparting the church's mission to the youth.

Cannata v. Archdiocese of Austin, 700 F 3d 169 (5<sup>th</sup> Cir. 2012) (music minister was a ministerial employee.) Musician exercised a genuine liturgical ministry, collaborated with parish pastor in carrying out the church's mission and oversaw, planned and coordinated the church's music system, music program and was an integral part of the Mass by leading the music during

the Mass. He furthered the mission of the Church and helped convey its message to the congregants.

Kirby v. Lexington Theological Seminary, 426 S.W.3d 597 (Ky. 2014) (Faculty member at Seminary was ministerial employee). He was carrying out the mission of the Seminary to prepare students for the Ministry of Jesus Christ. He began each class with a voluntary participatory prayer, participated in Chapel services, faculty retreats and other religious events, read scripture and served at the Communion Table during the Thanksgiving Service.

Fisher vs. Arch Diocese of Cincinnati, 6 N.E.2d 1254 (Ct. App. Ohio 2014). (Co-director of cemetery held to be ministerial employee.) Fisher, a practicing Catholic, was the co-director of Heaven's Cemetery. The cemetery was established for the sacred purpose of carrying out the liturgical right of Catholic burial. The handbook for the cemetery set forth the unique mission of the Catholic cemetery, the management of which required special sensitivities to the customs and rights of the Catholic religious practice. She received faith based training for the position and earned a certificate for her completion of the courses during her employment at the cemetery. She gathered with the cemetery staff every morning and began the day with a prayer. She routinely interacted with the Catholic priests in order to deliver the proper burial rights and service and he viewed the faith aspect of her position as significant to her duties. She was responsible for coordinating services in the chapel, working with grieving families, and attending gravesite services. She underwent multi-year doctrine specific training at Jesuit Catholic University to better perform her job and act as the face of the Catholic Church to thousands of grieving families.

### **Denied Ministerial Exception**

Dias vs. Arch Diocese of Cincinnati, 2013 WL 360355 (S.D. Ohio) (computer technology director not a ministerial employee). Plaintiff, a non catholic, was a computer technology coordinator at defendant's schools who became pregnant through artificial insemination and was terminated. Court stated that because plaintiff as a non-Catholic was not permitted to teach Catholic Doctrine she could not genuinely be considered a minister of the Catholic faith.

Herx v. Diocese of Fort Wayne-South Bend, Inc. , 1:12-CV-122 RLM.(N.D. Ind. 2014) (teacher at school was not a ministerial employee). Herx never led planning for a Mass, hadn't been ordained by the Catholic Church, didn't hold a title with the Catholic Church, never had (and wasn't required to have) any religious instruction or training to be a teacher at the school, never held herself out as a priest or minister, and was considered by the principal to be a "lay teacher". The religion teachers for the Diocese schools had different contracts than the non-religion teachers and are required to have religious education and training.

Hough v. Roman Catholic Diocese of Erie, 2014 W.L. 834473 (WD. Pennsylvania 2014). (teacher at school was not ministerial employee). The summary judgment evidence consisted solely of an affidavit which stated the church considered them ministers. The ministerial

exception was denied. The court found that the Diocese had failed to provide a well developed record of the plaintiffs' duties and functions.



**School**  
**Principal Agreement**

This is an agreement made and entered into by and between the Pastor of  
   Parish with regard to the employment of a principal for  
   School (hereafter called the "School"), which is part of                  Parish  
in El Paso County, Texas, and    ( hereafter called the "Principal").

**Mission of                  School**

The principal at                                  School is involved in the ministry of teaching Catholic education. The goal of the principal is to insure that teachers at his school prepare and challenge students and families as disciples of Jesus through integral education rooted in Catholic heritage and gospel values. The principal is to provide students with the opportunities to develop moral and spiritual values based on the teaching of Jesus, ethical standards of conduct, and basic personal integrity.

The whole foundation of the Catholic School is to be like Jesus Christ. The School aims to provide a Christian perspective of life centered on Jesus Christ. Principals are essential to this ministry.

**Compliance with Catholic Philosophy and Doctrine**

The principal agrees to fulfill the duties, responsibilities and services to the best of this/her ability in accordance with the Catholic philosophy of the School; to cooperate and provide leadership in promoting a Christian atmosphere within the School; and to ensure that teachers integrate Christian truths and values in the subjects taught.

The principal will comply with the rules and regulations of the Texas Catholic Conference Accreditation Commission, the Canons of the Catholic Church, and the doctrine of the Catholic Church. The principal is to be a model of his/her Catholic religion and is expected to make sure that teachers he/she supervises incorporate religious examples, symbols and values into their lessons. In order to provide an education that is based on Catholic doctrine, principals have to reflect this in their own lives.

The principal agrees that as a condition of employment he/she will support and exemplify by their conduct Catholic Doctrine and morality. He/she must be consistent in expression and example, with the teaching and practices of the Catholic faith and shall not advocate, encourage or counsel beliefs or practices contrary to the Catholic faith.

By virtue of his/her ministry, the principal in Catholic Education serves as a role model for other adults, youth and children, and therefore is called to be well informed in Catholic teachings and committed to a Catholic way of life.

## **Catholic Identity in Classrooms**

The principal agrees that during religious holidays the teachers he/she supervise will provide additional training and provide appropriate materials that are appropriate for the particular religious holiday.

Each classroom shall incorporate objects of the Catholic faith into the learning environment and will have religious articles displayed in the classroom.

## **Annual Retreat**

The principal will attend an annual retreat. The retreat will cover the mission and goals of the school, social teachings of the church, doctrine and their ministry within the church.

## **Duties and Responsibilities**

In addition to the above, the principal shall perform such other duties that are assigned to him/her by the pastor of the parish in the job description, which job description is incorporated into and made a part of this agreement.

## **Salary**

The amount of compensation will be based on gross salary of \$ \_\_\_\_\_, subject to appropriate deductions and payable in twelve (12) equal monthly installments. The first said monthly installment will be paid the last working day of July, 201\_\_\_. Each principal shall be permitted to participate in all of the fringe benefits, if any, available to the faculty of the School to the extent of the principal's qualifications thereto.

## **Termination of Employment**

Employment shall be "at will" and the employee may be terminated by the Pastor of Parish at the Pastor's discretion.

## **Unemployment Compensation**

The principal hereby understands and agrees that by entering into this Agreement with the School, which is part of Parish, the principal will not be entitled to any unemployment compensation by reason of this Agreement, when employment is terminated for any reason, since Texas law specifies that service performed in the employ of the Church is not "employment" with respect to which unemployment compensation is payable.

## **Criminal Background Check**

The principal acknowledges that employment with the School is contingent upon his/her eligibility for employment following a criminal background inquiry. All new principals at the School must submit to a criminal background check. A principal who has previously had a criminal background check performed by the School will not be required to submit to another criminal background check.

Principal agrees to complete the documentation necessary to allow the School to complete a criminal background inquiry. Information responsive to the criminal background inquiry will be provided to the Pastor.

Principal agrees to notify the Pastor within thirty (30) days should he/she be charged with, convicted of, granted deferred adjudication, or entered a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude.

**Conditions of Employment**

Principal understands that he/she is an employee of the Parish and is subject to the terms and conditions of the Employee Handbook of the Parish.

**Return of Agreement**

This Agreement should be returned and properly executed within ten (10) days from the date herewith. Failure to return the Agreement shall be interpreted as a resignation or as a desire not to accept such employment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Pastor

## **Principal Job Description**

The Principal is responsible for ensuring that principles of the Catholic faith are taught as his/her school. He/she leads the educational ministry at the School. The goal of the Principal is to insure that the teachers at his/her School prepare and challenge students and families as disciples of Jesus through integral education rooted in Catholic Heritage and Gospel values. The Principal is to provide students with opportunities to develop moral and spiritual values based on the teachings of Jesus, ethical standards of conduct, and basic personal integrity.

The whole foundation of the Catholic School is to be like Jesus Christ. The School and the Principal aim to provide a Christian perspective of a life centered on Jesus Christ. Assistant Principals are essential to this ministry.

### **Duties and Responsibilities:**

In his/her ministerial capacity the Principal will:

Agree to fulfill the duties, responsibilities and services to the best of his or her ability in accordance with the Catholic philosophy of the School; to cooperate and provide leadership in promoting a Christian atmosphere within the School; and to insure that teachers integrate Christian truths and values in the subjects taught.

Comply with the rules and regulations of the Texas Catholic Conference Accreditation Commission, the Canons of the Catholic Church, and the Doctrine of the Catholic Church. The Principal is to be a model of his/her Catholic religion and is expected to make sure that teachers he or she supervises incorporate religious examples, symbols and values into their lessons. In order to provide an education that is based on Catholic Doctrine, Principals have to reflect this in their own lives.

Support and exemplify by his or her conduct Catholic Doctrine and morality. He/she must be consistent in expression and example, with the teachings and practices of the Catholic faith and shall not advocate, encourage or counsel beliefs or practices contrary to the Catholic faith.

Serve as a role model for other adults, youth and children, and is therefore called to be well informed in Catholic teachings and committed to a Catholic way of life.

Ensure that the teachers he/she supervises will provide additional training and provide appropriate materials that are appropriate for the particular religious holiday.

Make sure that classrooms incorporate objects of the Catholic faith into the learning environment and have religious articles displayed in the classroom.

Attend an annual retreat where he/she and the teachers shall focus on the mission and goals of the School, social teachings of the Church, Doctrine and their ministry within the Church.

In addition to the above duties and responsibilities, the Principal will also do the following:

1. Provide for and oversee the faith formation of the faculty, students and opportunities for parent faith formation. He or she will provide annual opportunity for their own faith formation;
2. Insure that the teachers include the Church's teachings within the content/subject matter and in their student's interactions with each other;
3. Supervise teachers at various times and at various functions; do periodic walk through, and formal observations and annual evaluations; provide for staff development and insure professional development of faculty. Annually evaluate support staff.
4. Insure that all volunteers as well as all paid faculty/staff are in compliance with criminal background checks and sexual misconduct/safe environment training;
5. Oversee the assessment of the students' progress through formal and informal forms of evaluation and assessment;
6. Prepare necessary reports, etc. in a timely manner;
7. Keep the Chairperson of the Board and/or Pastor up to date and informed of problems or potential problems;
8. Deal with student discipline issues involving students, parents and teachers;
9. Work with local school board to prepare annual school budget which includes adequate funding for teachers and support staff salaries and benefits, educational programs and long range planning.

**Qualifications:**

1. A practicing Catholic who is able to fully participate in the Sacraments of the Church;
2. Willingness to participate in faith formation opportunities for continued growth and spiritual formation as part of the position;
3. Master's Degree qualified to be Principal in Catholic Schools of Texas;
4. Ability to work with faculty/staff and parents and desire to help them grow and mature in their life and Christian faith;
5. Sufficient health and stamina to meet the demands of the position;
6. Maintain the requirements for professional growth and development; and

7. Have a basic understanding of child growth and development.

**Working Conditions:**

1. Schedule of Hours: Monday through Friday, 7:30 a.m. to 3:30 p.m.;
2. Evenings, Saturday and/or Sunday work may be required for the ministry; and
3. 210 days on duty for the school year.

**Disclaimer Clause:**

The above statements are intended to describe the general nature and level of work required of this position. This is not meant to be an exhaustive list of all responsibilities, duties and skills required.

By his/her signature below the Principal acknowledges that he/she has received a copy of the above job description.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Pastor

\_\_\_\_\_  
Date

\_\_\_\_\_  
**School  
Teacher Agreement**

This is an agreement made and entered into by and between the Principal as duly authorized representative of \_\_\_\_\_ School (hereafter called the "School") which is part of \_\_\_\_\_ Parish, and \_\_\_\_\_ (hereafter called the "Teacher").

**Mission of \_\_\_\_\_ School**

Each teacher at \_\_\_\_\_ School is involved in the ministry of teaching Catholic education. The goal of each teacher is to prepare and challenge students and families as disciples of Jesus through integral education rooted in Catholic heritage and gospel values. All teachers are to provide students with the opportunities to develop moral and spiritual values based on the teaching of Jesus, ethical standards of conduct, and basic personal integrity.

The whole foundation of the Catholic School is to be like Jesus Christ. The School aims to provide a Christian perspective of life centered on Jesus Christ. Principals are essential to this ministry.

**Compliance with Catholic Philosophy and Doctrine**

Teacher agrees to fulfill the duties, responsibilities and services to the best of this/her ability in accordance with the Catholic philosophy of the School; to cooperate and provide leadership in promoting a Christian atmosphere within the School; and to integrate Christian truths and values in the subjects taught.

Teacher will comply with the rules and regulations of the Texas Catholic Conference Accreditation Commission, the Canons of the Catholic Church, and the doctrine of the Catholic Church. Each teacher is to be a model of their Catholic religion and is expected to incorporate religious examples, symbols and values into their lessons. In order to provide an education that is based on Catholic doctrine, teachers have to reflect this in their own lives.

Teacher agrees that as a condition of employment he/she will support and exemplify by their conduct Catholic Doctrine and morality. He/she must be consistent in expression and example, with the teaching and practices of the Catholic faith and shall not advocate, encourage or counsel beliefs or practices contrary to the Catholic faith.

By virtue of their ministry, teachers in Catholic Education serves as a role model for other adults, youth and children, and therefore is called to be well informed in Catholic teachings and committed to a Catholic way of life.

## **Catholic Identity in Classrooms**

Teacher agrees that during religious holidays he/she will provide additional training and provide appropriate materials that are appropriate for the particular religious holiday.

Each classroom shall incorporate objects of the Catholic faith into the learning environment and will have religious articles displayed in the classroom.

## **Annual Retreat**

Teacher will attend an annual retreat. The retreat will cover the mission and goals of the school, social teachings of the church, doctrine and their ministry within the church.

## **Duties and Responsibilities**

In addition to those duties mentioned above, teacher shall perform such other duties that are assigned to him/her by the Principal of the school in their job description, which job description is incorporated into and made a part of this agreement.

## **Additional Requirements of Teachers teaching Religion**

In addition to the above requirements, any Teacher who is teaching religion will take additional courses and receive a certification from the Diocese of El Paso on the teaching of the Catholic religion.

Each teacher involved in teaching Religion will obtain yearly continuing education sessions on how to teach Catholic principles and doctrine.

## **Salary**

The amount of compensation will be based on gross salary of \$\_\_\_\_\_, subject to appropriate deductions and payable in twelve (12) equal monthly installments. The first said monthly installment will be paid the last working day of July, 201\_\_\_. Teacher shall be permitted to participate in all of the fringe benefits, if any, available to the faculty of the School to the extent of the teacher's qualifications thereto.

## **Termination of Employment**

Employment shall be "at will" and the Teacher understands that he/she may be terminated by the Principal at the Principal's discretion.

## **Unemployment Compensation**

Teacher understands and agrees that by entering into this Agreement with the School, which is part of the Parish, the teacher will not be entitled to any unemployment compensation by reason of this Agreement, when employment is terminated for any reason, since Texas law specifies that service performed in the employ of the Church is not "employment" with respect to which unemployment compensation is payable.



**Criminal Background Check**

Teacher acknowledges that employment with the School is contingent upon his/her eligibility for employment following a criminal background inquiry. All new teachers at the School must submit to a criminal background check. A teacher who has previously had a criminal background check performed by the School will not be required to submit to another criminal background check.

Teacher agrees to complete the documentation necessary to allow the School to complete a criminal background inquiry. Information responsive to the criminal background inquiry will be provided to the Principal.

Teacher agrees to notify the Principal within thirty (30) days should he/she be charged with, convicted of, granted deferred adjudication, or entered a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude.

**Conditions of Employment**

Teacher understands that he/she is an employee of the Parish and is subject to the terms and conditions of the Employee Handbook of the Parish.

**Return of Agreement**

This Agreement should be returned and properly executed within ten (10) days from the date herewith. Failure to return the Agreement shall be interpreted as a resignation or as a desire not to accept such employment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

## Teacher Job Description

Each Teacher at the School is involved in the ministry of teaching Catholic education. The goal of each Teacher is to prepare and challenge students and families as disciples of Jesus through integral education rooted in Catholic Heritage and Gospel values. All Teachers are to provide students with opportunities to develop moral and spiritual values based on the teachings of Jesus, ethical standards of conduct, and basic personal integrity.

The whole foundation of the Catholic School is to be like Jesus Christ. The School and the Teacher aim to provide a Christian perspective of a life centered on Jesus Christ. Teachers are essential to this ministry.

### Duties and Responsibilities:

In their capacity as a minister of education, all Teachers agree to:

Fulfill the duties, responsibilities and services to the best of his or her ability in accordance with the Catholic philosophy of the School; to cooperate and provide leadership in promoting a Christian atmosphere within the School; and to integrate Christian truths and values in the subjects taught.

Comply with the rules and regulations of the Texas Catholic Conference Accreditation Commission, the Canons of the Roman Catholic Church, and the Doctrine of the Roman Catholic Church. All Teachers are to be models of their Catholic religion and are expected to incorporate religious examples, symbols and values into their lessons. In order to provide an education that is based on Catholic Doctrine, Teachers have to reflect this in their own lives.

Support and exemplify by their conduct Catholic Doctrine and morality. They must be consistent in expression and example, with the teachings and practices of the Catholic faith and shall not teach, advocate, encourage or counsel beliefs or practices contrary to the Catholic faith.

Be role models for other adults, youth and children; therefore called upon to be well informed in Catholic teachings and committed to a Catholic way of life.

Provide during religious holidays additional training and use materials that are appropriate for the particular religious holiday.

Include the Church's teachings within the content/subject matter and in their students interactions with each other;

Incorporate objects of the Catholic faith into the learning environment and will have religious articles displayed in the classroom.

Attend an annual retreat which will cover the mission and goals of the School, social teachings of the Church, Doctrine and their ministry within the Church.

Live a life style consistent with Church teachings and engage in their own faith formation on an annual basis.

In addition to the above duties, if a Teacher is teaching Religion he/she will take additional courses and receive a certification from the Diocese of El Paso of Education on the teaching of Catholic Religion. Each Teacher involved in teaching Religion will also obtain yearly continuing education sessions on how to teach Catholic principles and Doctrine.

**Additional Duties and Responsibilities:**

In addition to the above ministerial duties each Teacher will:

1. Prepare long range, weekly and daily lesson plans to insure the curriculum is taught and assessed;
2. Prepare, teach and assess the students' progress through formal and informal forms of evaluation and assessment;
3. Supervise students at various times and at various functions as stipulated in the Faculty Handbook;
4. Prepare necessary reports, etc. in a timely manner; and

**Qualifications:**

1. Bachelor's Degree qualified to teach in Catholic Schools of Texas;
2. Ability to work with students and a desire to help them grow and mature in their life and Christian faith;
3. Sufficient health and stamina to meet the demands of the position;
4. Preferably a practicing Catholic in order to better work with students in their spiritual formation;
5. Willingness to become certified as a Catechist if teaching formal Religion classes is part of the position in addition to the annual faith formation; and
6. Maintain the requirements for professional growth and development;

**Working Conditions:**

1. Schedule of Hours: Monday through Friday, 7:30 a.m. to 3:30 p.m.;

2. Evenings, Saturday and/or Sunday work may be required for the ministry; and
3. 190 days on duty for the school year.

**Disclaimer Clause:**

The above statements are intended to describe the general nature and level of work required of this position. This is not meant to be an exhaustive list of all responsibilities, duties and skills required.

By his/her signature below the Teacher acknowledges receipt of the above job description.

\_\_\_\_\_  
Employee/Teacher

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date