

## PARISH EMPLOYMENT AGREEMENT

Title

### EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on July 1, 2000, between PARISH NAME, ("Parish") and ("Employee").

WITNESSETH:

WHEREAS, the Parish desires to hire the Employee and the Employee desires to accept employment as a Parish Employee; and

WHEREAS, the Parish has determined what a reasonable compensation will be for the Employee, and has offered employment for such compensation and other benefits described below, and the Employee is willing to accept employment on such terms.

NOW THEREFORE, in consideration of the following mutual covenants, the Parish and Employee agree as follows:

1.0.0 EMPLOYMENT. The Parish employs the Employee, and the Employee accepts employment with the Parish upon the following terms and conditions.

2.0.0 TERM. The Term of this Agreement shall be from July 1, 2000, to June 30, 2001, unless sooner terminated as later provided.

#### 3.0.0 COMPENSATION.

3.1.0 SALARY. For all services rendered by the Employee under this Agreement, the Parish shall pay the Employee a salary of Dollars (\$) per year, payable in twelve (12) equal payments or as may otherwise be mutually agreed.

3.2.0 EMPLOYEE BENEFIT PLANS. As an employee of the Parish, the Employee shall be entitled to participate in those insurance or other benefit plans of the Parish, attached as Exhibit "A", as such plans may be in effect subject to the participation requirements and other terms.

3.3.0 EXHIBIT B. Salary, benefits and other Parish Employee expenses are listed on attached Exhibit "B".

#### 4.0.0 DUTIES

4.1.0 The Employee will serve as the Director of Religious Education for \_\_\_\_\_ Parish. As Director, the Employee shall have such duties as designated in any personnel policy or manual of the Parish and shall have such further and other duties as the Parish, the Bishop of Pueblo, Vicar General, or in financial matters the Diocesan Director of Business and Finance shall periodically designate for the Employee.

4.2.0 In consultation with the Employee, the Parish shall have the power to determine not only what specific duties shall be performed by the Employee, but also the power to determine the means and the manner by which those duties shall be performed. The Parish shall always have the power not only to give direction to the Employee as to what duties shall be performed, but shall also have the power to set for the Employee what days and how many hours during the day the Employee shall perform the Employee's duties. The power to direct, control and supervise the duties to be performed, the manner of performing said duties and the terms for performing said duties, shall be exercised by the Parish. The duties referred to in this section 4.2 are defined in attached Exhibit "C" the "Employee's Job Description."

4.3.0 Such duties and authorities are subject to change at the pleasure of the Parish after consulting with the Employee in order that the talents of the Employee may be directed to changing employment opportunities.

4.4.0 The Employee recognizes the religious nature of this employment and understands the Parish has the right to dismiss the Employee for serious public immorality, public scandal or public rejection of the official teachings, doctrine or laws of the Roman Catholic Church.

5.0.0 OFFICE FACILITIES. The Parish shall furnish the Employee with an office, stenographic assistance, supplies, equipment and such other facilities and services suitable to the Employee's position and adequate for the performance of the Employee's duties.

6.0.0 FEES. All fees, compensation, or other things of value received or realized as a result of providing services (previously referred to in Section 4.2 above) by the Employee shall belong to and be paid and delivered to the Parish.

7.0.0 DISABILITY. At the Employer's option, if the Employee is unable to perform the Employee's duties or services because of illness, injury or incapacity, the Employee's regular compensation may be continued for a period of twenty (20) working days (4 weeks) following the week in which such illness, injury or incapacity commences. At the end of this time period no further compensation shall be due or payable to the Employee until the Employee returns and resumes the Employee's duties. In accordance with diocesan policy, the Employee may be asked to provide a physician's release to return to work in the event the Employee is absent from work for more than three consecutive days due to illness.

8.0.0 DEATH DURING EMPLOYMENT. If the Employee dies during the term of this employment, the Parish shall pay to the estate of the Employee the compensation payable to the Employee, up to the end of the month in which the Employee's death occurs.

#### 9.0.0 TERMINATION.

9.1.0 Except for the ordinary' job performance described in Section 4.2.0 of the agreement this Employment Agreement may be terminated by either the Parish or the Employee giving fifteen (15) calendar days written notice to the other party, or by the Parish upon its paying the Employee a sum equal to one-half month's salary at the above rate instead of such notice.

9.1.1 The Employee shall maintain confidentiality in the performance of all duties.

9.2.0 In addition, the Employment Agreement shall be terminated immediately upon the occurrence of any of the following events:

9.2.1 If the Employee is elected to a public office or accepts outside employment that, pursuant to law or in the sole opinion of the Bishop, places restrictions or limitations upon the Employee's continued rendering of services;

9.2.2 If the Employee neglects the Employee's duties or devotes too much of the Employee's time or attention to other interests;

9.2.3 If the Employee is found guilty of fraud, dishonesty or other acts of misconduct including credit card abuse;

9.2.4 If the Employee fails or refuses to faithfully or diligently perform the provisions of this Agreement or the usual and customary duties of an employee in the Employee's position as stated in Section 4.2;

9.2.5 The Employee cannot meet or perform the Employee's duties for a continuous period of 40 working days or totaling 40 working days in any one (1) year period.

#### 9.2.6 Sexual Harassment

9.2.6-A It is the policy of the Parish to respect the dignity and individual rights of its employees. Sexual harassment of employees or applicants for employment in any form is unacceptable conduct which will not be tolerated. Any employee engaging in any form of sexual harassment will be subject to immediate discipline, up to and including discharge.

9.2.6-B Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, physical or written conduct of a sexual nature. Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic, verbal commentaries about an individual's body or clothing, sexually degrading words used to describe an individual, a display in the work place of sexually suggestive objects or pictures, sexually explicit or Offensive jokes, or physical assault.

9.2.6-C Sexual harassment occurs when the above described conduct:

9.2.6-C(1) May be interpreted or construed as being a term or condition of an individual's employment, that is, when a supervisor or other employee threatens or insinuates, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work, performance evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

9.2.6-C(2) May, depending on an individual's submission or rejection, be used as a basis for making employment decisions affecting the individual; or

9.2.6-C(3)- May, in purpose or effect, substantially interfere with an individual's work performance, or create an intimidating, hostile or offensive work environment.

#### 9.2.6-D Procedure/Action

9.2.6-D(1)- Any employee who feels he or she is a victim of sexual harassment, including but not limited to any of the conduct listed above, by any supervisor, management official, other employee, priest, or any other person in connection with employment at the diocese, should bring the matter to the immediate attention of the persons described in the following procedure. If that person is the person against whom the employee is filing a complaint, then the complaint should be filed with the bishop's office. The very nature of sexual harassment makes it difficult to detect unless the person who believes he or she is being harassed registers a complaint.

9.2.6-D(2) An employee must report the matter to the next level supervisor (cf. Exhibit D attached).

9.2.6-D(3)- The contacted supervisor or representative will immediately contact the Vicar General in all cases to insure all such questions or complaints are properly and effectively dealt with and resolved. If the vicar general is the person against whom the employee is filing a complaint, then the complaint should be filed with the bishop.

9.2.6(4) The diocese will promptly investigate all allegations of

sexual harassment. In cases in which an employee requests that his or her identity not be disclosed to the person about whom a complaint has been made; the request will be honored, if possible, within the confines of the investigation. All complaints and investigations will remain as confidential as possible.

9.2.6-D(5)- If, after an investigation, it is found the complaint has merit, the employee who is determined to have engaged in sexual harassment will be subject to appropriate sanctions up to and including termination,

9.3.0 In the event of termination under 9.2.2, 9.2.3, or 9.2.4 hereof, the salary which may be due to the Employee to the date of such termination shall be full compensation in payment for all claims under this Agreement, In the event of termination under the remaining provisions, hereof, the Employee shall be entitled to the Employee's Compensation to the date of termination, plus such other amounts, if any, to which she may be entitled under any other provisions of this Agreement.

10.0.0 S.M.R.B. Attached is Exhibit "E" the Sexual Misconduct Review Board Policy.

11.0.0 EVALUATION. The Employee shall be evaluated at least once a year. The process shall be determined by the Parish.

12.0.0 WAIVER OR BREACH. The waiver by either the Parish or the Employee or the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either the Parish or the Employee.

13.0.0 BINDING EFFECT. This Employment Agreement shall be binding upon and shall inure to the benefit of the Parish and the Employee and their respective successors, heirs and legal representatives, but neither this Agreement nor any rights under the Agreement may be assigned by the Employee without the prior written consent of the Parish.

14.0.0 AMENDMENTS. Neither an amendment nor a variation of any term or condition of this Agreement shall be valid unless the same is in writing and signed by the parties.

15.0.0 CHOICE OF LAW. This agreement shall be governed by and construed under the laws of the State of Colorado.

16.0.0 INTENT OF RENEWAL. If the Employee wishes to renew an agreement with the Parish, the Employee must give written notice to the Parish no later than 5:00 PM, MST, March 1, 2001.

17.0.0 SEVERABILITY. All provisions of this Agreement are severable, In the event any provision is found to be invalid by any competent court, this Agreement shall be interpreted as if such invalid provision or covenant was not contained in this agreement.

17.1.0 The terms of this contract are subject to change at the pleasure of the Parish after consulting with the Employee.

17.2.0 Employee is expected to comply with all policies of the Parish unless otherwise specified in this contract.

This Employment Agreement has been executed by the Parish and the Employee on the above date.

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

SEAL

\_\_\_\_\_  
Employee

{EXHIBIT A}

EMPLOYMENT POLICIES For Parish

Director

(Employee must meet eligibility requirements for benefits listed below).

HEALTH INSURANCE: The Director's premium is paid by the Parish. In the event the Director has the family coverage the Parish shall pay sixty percent (60%) of the health premium, the employee's portion of the vision and dental premiums, and total premium for life insurance.

RETIREMENT PLAN: The Director may contribute a percentage of the salary to 'a Retirement Account. Upon completion of one year of regular full time service the Parish shall match the Director's contributions up to three percent of the Director's annual salary. Participation in this program must be made in writing.

VACATION: The diocesan Director shall receive \_\_\_ days vacation for each contract year. These days must be taken each year and must not be accumulated. If for some reason it is desired to carry over some days, this must be done with the approval of the Directors. This request must be in writing.

HOLIDAYS: (If any day falls on a Saturday, it will be taken on the previous Friday. If it falls on Sunday, it will be taken on the following Monday.)

New Year's Day	Memorial Day	Columbus Day	Christmas Eve
President's Day	July Fourth	Thanksgiving Day	Christmas Day
Good Friday	Labor Day	Thanksgiving Friday	

CAR ALLOWANCE AND MILEAGE: This benefit shall be negotiated with each Director depending upon: if the CPC furnishes a car; if the Religious Community furnishes a car; if a lay person uses their own car. See Exhibit "B" for specified amount. (Note: the mileage rate may be adjusted within the contract year, with notice to the Employee).

PROFESSIONAL GROWTH: Fees for memberships, conferences and workshops must be reflected in the annual budget with which the Director is connected and approved by the Directors. Professional growth, we believe, is important for the Director's good and that of the Parish. Therefore, each annual budget should reflect the costs for memberships, conferences and workshops for each Director.

UNEMPLOYMENT BENEFITS: The Diocese of Pueblo is exempt from Colorado unemployment compensation requirements. Therefore, the Parish does not offer unemployment benefits.

WORKERS' COMPENSATION INSURANCE: The Parish provides this insurance.

**{EXHIBIT B}**

2001-2002 For the period of July 1, 2000 to June 30,  
2001

**Name of Employee:** \_\_\_\_\_  
**Title:** Director

<b>Gross' Salary:</b>	\$
<b>Retirement: eligible for match after 1 year</b>	\$
<b>FICA (7.65% of Gross Salary):</b>	\$
<b>Workers Compensation:</b>	\$
<b>Health, Dental, Vision, Life Insurance Premiums:</b>	\$
<b>Auto Allowance (.31 per actual mile outside City)</b>	\$
<b>TOTAL SALARY AND BENEFITS:</b>	\$

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initialed