

DIOCESE OF WILMINGTON - OFFICE OF CATHOLIC SCHOOLS

PROFESSIONAL EMPLOYEE MEMORANDUM OF UNDERSTANDING

This is a MEMORANDUM OF UNDERSTANDING by and between _____ Parish/School of the Diocese of Wilmington (hereafter designated as the Parish) and the _____ (hereafter designated as the Community) concerning the ministry of _____ in the Parish.

1. With the permission and the consent of the Provincial Superior, the Parish/School welcomes _____ into the mission of the Parish/School as _____ for the year _____.
2. _____, with the permission of his/her Provincial accepts the invitation of the Parish/School to serve in the capacity set forth above, for a period of _____ months or until such time as the parties may desire to end this agreement by mutual consent in writing.
3. The term of service shall be measured from _____ to _____.
4. The parties agree that _____ shall perform the duties of his/her office as set forth in the position description of _____ prepared by the Parish/School as set forth in Schedule I and made a part of this agreement.
5. As consideration for the aforesaid services of _____, the Parish/School agrees to pay to the Community, or otherwise provide:
 - a) An annual salary of \$ _____ per year in _____ monthly installments of \$ _____ payable to the _____.
 - b) Annual medical insurance at 100% premium coverage of plan.
 - c) Housing allowance of _____ per month for _____ months OR provide housing in the local convent.
 - d) Provide transportation for work; such transportation will be maintained by the Parish/School as to insurance, gas and repairs.
 - e) Religious shall be allowed eight (8) full days, two (2) of which may be personal days with full pay. Sick leave can be accumulated up to ninety (90) days (eight per year of service). There is no compensation for unused sick leave with pay in addition to sick leave.
 - f) In addition to sick leave, in case of death in the immediate family (which shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or grandchild), the Teacher is entitled to three (3) days of leave with pay in addition to sick leave.
 - g) Religious are entitled to those holidays provided for in the Diocesan School Calendar.
 - h) Regular annual contribution of \$ _____ per year for Community's Retirement Fund.
6. The Community warrants that _____ is a member of _____ a Religious Community of the Roman Catholic Church, an organization exempt under Sec. 501-C-3 from Federal Income and Social Security taxes; that its members take a vow of poverty, and that the services performed in fulfillment of this agreement are in the exercise of duties required by the Community.
7. Desire to renew or not to renew this agreement shall be mutually manifested by the parties no later than _____.
8. The terms of this agreement, including the Position Description (Schedule 1) are subject to amendment by mutual agreement at the time of negotiation for renewal of this agreement.

9. _____ agrees to serve _____ by working in the ministry described herein according to the direction of the Most Reverend Ordinary, the Pastor of the Parish and the Superintendent of Schools.

IN WITNESS WHEREOF, the parties have executed this agreement as of _____.

Parish/School

Pastor (signature) Date

NAME OF COMMUNITY

Provincial (signature) Date

APPROVED BY: _____
Superintendent of Schools Date

The undersigned, _____, confirms that he/she consents to this agreement between _____ and the _____ and that in consideration of this agreement he/she will perform to the best of his/her ability the services set forth therein and pursuant to the terms thereof.

Signature of Employee

Date