

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL EMPLOYEE

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

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 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 \_\_\_\_\_ 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) 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 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 I) 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 local School Principal.

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

\_\_\_\_\_  
Parish/School

\_\_\_\_\_  
Pastor (Signature) Date

\_\_\_\_\_  
Principal (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

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Date