



Diocese of Rockford
555 Colman Center Drive, P.O. Box 7044
Rockford, IL 61125

City: _____

School/Parish/Agency: _____

SERVICE AGREEMENT FOR RELIGIOUS

THIS AGREEMENT is by and between _____, a religious corporation (hereinafter referred to as "RELIGIOUS CORPORATION"), acting through _____, its authorized agent AND _____ (hereinafter referred to as "RELIGIOUS CONGREGATION") for the services of _____ (hereinafter referred to as "RELIGIOUS").

WITNESSETH: At the discretion of RELIGIOUS CONGREGATION, RELIGIOUS agrees to render professional services in the capacity of _____ for the calendar/school year commencing on _____ and terminating on _____ (a period not exceeding one (1) calendar or school year). It is expressly understood by the parties hereto that the relationship of RELIGIOUS AND RELIGIOUS CORPORATION is the one of mission and not one of employer and employee and that Canon Law and the Constitution of the Congregation govern the relationship between RELIGIOUS and RELIGIOUS CONGREGATION.

IT IS THEREFORE AGREED AS FOLLOWS:

1) DUTIES OF RELIGIOUS:

- a) **RELIGIOUS'** essential job duties are based in the School's mission of the formation of the students in the Catholic faith for the lived experience of Gospel values and for the preservation of the School's Catholic identity, and the Religious agrees to train students to be intentional disciples of Jesus Christ who will live by their Catholic faith. The Religious agrees to assist the School to advance the Church's mission through daily example, witness, and instruction of the Catholic faith which is incorporated within the entire curriculum.
- b) **RELIGIOUS** agrees to serve in the capacity set forth above and to perform the duties and responsibilities commensurate with that position as set forth in the job description for the position and/or in applicable Diocesan Regulations, as such are now or hereinafter may be promulgated by RELIGIOUS CORPORATION or the Diocese of Rockford and which are expressly incorporated herein by reference.
- c) **RELIGIOUS** further agrees to serve RELIGIOUS CORPORATION in a professional manner and agrees to render services consistent with the philosophy, goals, objectives, rules and regulations of RELIGIOUS CORPORATION and in accord with the teachings of the Roman Catholic church, as determined by the Ordinary of the Diocese or his designee, in matters of faith and morals.
- d) **RELIGIOUS** and RELIGIOUS CORPORATION mutually agree that in all matters pertaining to obligations pursuant to the administration of this Agreement they will be bound by the applicable written policies and regulations of the Diocese of Rockford and of RELIGIOUS CORPORATION as they are now or may be promulgated, as such are determined applicable to RELIGIOUS by the Ordinary of the Diocese or his designee.
- e) **RELIGIOUS** agrees to comply with established professional requirements applicable to the position in the Diocese of Rockford and to further professional growth by continued study, participation in professional evaluation, and attendance at appropriate Diocesan, area and local institutes, workshops, professional meetings, and faculty and parent meetings.
- f) **RELIGIOUS**, before the execution of the Agreement, has received, reviewed, executed and delivered to RELIGIOUS CORPORATION the following:
 - i) "Conviction Information Request" or similar such form authorizing RELIGIOUS CORPORATION to contact the Illinois State Police or other investigative agencies concerning an investigation of RELIGIOUS' background.
 - ii) "Acknowledgement of Mandated Reporter Status" form mandated by the Abused and Neglected Child Reporting Act.
 - iii) "Employment Eligibility Verification (I-9)" form as mandated by the Immigration Reform and Control Act.

RELIGIOUS warrants that if he/she has previously submitted the above-referenced forms to RELIGIOUS CORPORATION that the information contained therein is accurate and current and that the obligations undertaken and/or authorized by RELIGIOUS therein are hereby affirmed.
- g) **RELIGIOUS** warrants that all information and data concerning qualifications, background and character submitted to RELIGIOUS CORPORATION to induce the execution of this Agreement are current and accurate and that any misrepresentation and/or omission shall entitle RELIGIOUS CORPORATION to cancel this Agreement and void any and all obligations under it.
- h) Prior to commencement of services hereunder, a newly-hired RELIGIOUS agrees to furnish a certificate signed by a licensed physician confirming RELIGIOUS' physical/mental ability to carry out the essential functions of the involved position on behalf of RELIGIOUS CORPORATION with or without a reasonable accommodation.

2) DURATION:

(Applicable to teacher contracts only). The term RELIGIOUS' obligation pursuant to this Agreement shall include _____ days of service, of which _____ shall be teaching days and 1/ _____ of the annual stipend shall be considered pay for one (1) day of service equaling \$ _____. Days of said term in excess of pupil attendance days shall be used in accordance with Diocesan policies and regulations and/or as determined by the RELIGIOUS CORPORATION.

3) CONSIDERATION:

- a) In consideration for the services to be performed by RELIGIOUS, RELIGIOUS CORPORATION agrees to pay RELIGIOUS CONGREGATION an annual stipend of \$_____payable in _____ equal monthly/semi- monthly installments beginning on _____.
- b) RELIGIOUS is entitled to housing and transportation as negotiated at the local level and which may be attached hereto.
- c) At the option of RELIGIOUS CONGREGATION, RELIGIOUS CORPORATION shall provide RELIGIOUS' health and hospitalization coverage through the Diocesan health and hospitalization program, as that program hereafter, from time to time, may be revised by the Diocese, or pay the cost of the Diocesan health and hospitalization coverage attributable to RELIGIOUS to RELIGIOUS CONGREGATION'S own health insurance program.
- d) RELIGIOUS CORPORATION shall make payment, on RELIGIOUS' behalf, of the annual pension contribution (in an amount established by the Ordinary of the Diocese or his designee and as that amount from time to time may be revised) to the Major Superior of RELIGIOUS CONGREGATION.

4) GRIEVANCE PROCEDURE:

Any and all disputes arising between RELIGIOUS and RELIGIOUS CORPORATION pursuant to the provisions of this Agreement shall be resolved through the Grievance Procedure (if any) applicable to the position held by RELIGIOUS established by the Diocese of Rockford as such now exists or hereafter may be promulgated.

5) TERMINATION OF AGREEMENT:

- a) RELIGIOUS will honor his/her obligations pursuant to this Agreement beginning with the effective date of this Agreement as set forth above and continuing until the last day of the calendar/school year as set forth above.
- b) It is further agreed that RELIGIOUS CORPORATION may terminate this Agreement without further obligation to RELIGIOUS CONGREGATION or RELIGIOUS in accord with the applicable Diocesan policies and/or for cause (including but not limited to failure of RELIGIOUS to comply with his/her obligations pursuant to this Agreement, conduct inconsistent with RELIGIOUS' position or the philosophy, goals, objectives, rules and regulations of RELIGIOUS CORPORATION and/or of the teachings of the Roman Catholic Church as determined by the Ordinary of the Diocese), after consultation with the appropriate Diocesan Office. If this Agreement is terminated, RELIGIOUS may seek review of that termination pursuant to the above-noted Grievance Procedure. In the event that RELIGIOUS CONGREGATION or RELIGIOUS has been subject to a prior Agreement with RELIGIOUS CORPORATION and/or any other entity affiliated with the Diocese of Rockford and that prior Agreement has been terminated by RELIGIOUS CORPORATION and/or any other entity affiliated with the Diocese for reasons cited in this paragraph, that termination shall also be applicable to this Agreement and this Agreement shall also be terminated without further obligation to RELIGIOUS CONGREGATION or RELIGIOUS.
- c) *(For School Employees only)* EMPLOYEE also agrees that in light of the public health emergency of 2020, the SCHOOL may terminate or change the terms of this contract, including duties and responsibilities if:
 - a) the total student or grade level enrollment decreases,
 - b) on-line learning continues, or
 - c) instructional learning methods are changed;

AND

 - d) the full or part-time teaching duties are no longer required, or
 - e) the nature or extent of the duties are changed.

If the SCHOOL exercises this paragraph B for such reasons, it will provide the RELIGIOUS with as much advance, written notice of termination or changes in the contract terms as reasonably practicable. In the event that this contract is terminated under Article V, Section B, the RELIGIOUS shall be paid the compensation due and owing as a result of the work performed through the date this clause is exercised, plus the gross amount of Two Thousand Dollars and zero cents (\$2,000) less applicable withholdings in full satisfaction of the contract.

6) ADDITIONAL PROVISIONS: (Not to be in conflict with any of the above policies or provisions).

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on the day and year written below.

RELIGIOUS CORPORATION:

RELIGIOUS

BY:

BY:

RELIGIOUS CONGREGATION:

BY:

DATE:

(its authorized agent)