

**Ministerial Employment Agreement**

**NAME OF MINISTRY EMPLOYER**

To promote a clear understanding of the duties and responsibilities of each party, and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, **MINSTERIAL EMPLOYEE NAME** (“Employee”) and **NAME OF MINISTRY EMPLOYER** (the “Ministry”) agree as follows:

Employee understands that the position to which he or she is being hired, **TITLE OF POSITION***,* is a position at a religious nonprofit and is subject to the terms and conditions set forth in this Agreement.

**Code of Conduct and Statement of Faith.** Employee agrees to the following:

* To subscribe without reservation to the Ministry’s statement of faith, staff handbook, and code of conduct, and to abide by these doctrines and standards in all aspects of Employee’s life, both at and away from Ministry functions;
* To willingly perform ministerial functions, which are an integral part of Employee’s position with the Ministry. These ministerial functions include, but are not limited to, leading and/or participating in staff devotions and/or prayer, sharing the Gospel with visitors or others when called upon to do so during the workday, and writing or orally communicating biblical teachings. To perform these ministerial functions, Employee must adhere to the Ministry’s statement of faith and general beliefs.
* To exemplify the highest Christian virtue and personal decorum, serving as a Christian role model in judgment, dignity, respect, and Christian living both at and away from the Ministry. Employee acknowledges that such a lifestyle is a *bona fide* occupational qualification of employment with the Ministry.

**Position and Duties.** In addition to the aforementioned requirements, Employee shall be responsible for performing the following duties:

* LIST OUT THE DUTIES

Employee's success in performing assigned tasks shall be measured by *an annual performance review by the director of the program*. The Ministry reserves the right from time to time to change the nature of Employee's duties and job title.

**Other Duties: Employee also agrees to the following:**

* To carefully and accurately perform all the duties commonly required by the position for which employee is being hired and to perform any other duties subject to the instructions, directions, control, and discretion of the Ministry as may be required from time to time;
* That duties and job titles may be changed in accordance with Ministry staffing, operational, location, and budgeting needs;
* That the Ministry will designate the primary location for Employee’s employment; however, Employee may be required to work at other locations if deemed by the Ministry as necessary to accomplish Ministry purposes and functions.
* To work those hours necessary to accomplish his or her work assignments. Because of the ministerial nature of the employment, Employee shall not be held to a minimum number of hours worked per week.
* To not disparage the Ministry’s leadership or programs either through words or actions, whether through electronic, print, or oral means or otherwise; and
* To treat Ministry information as confidential and to return any Ministry information, passwords, data, equipment, and keys when employment with the Ministry concludes.

**Time Devoted to Work.** Employee agrees to devote Employee's entire employment time, attention, and energies, as well as Employee's best talents and abilities to his work at and for the Ministry, in accordance with the Ministry’s instructions and directions, and shall not be engaged in any other business or personal activity during work hours, whether or not the activity is pursued for gain, profit, or other pecuniary advantage, without the Ministry’s prior written consent.

**Salary and Fringe Benefits.** The parties agree that the Ministry will provide the following salary and fringe benefits:

* SALARY INFORMATION
* INSURANCE INFORMATION
* BENEFIT INFORMATION

**Salary if Employment Terminated.** If Employee is terminated or resigns, payment and any benefits shall be prorated for the number of days of Employee’s actual duty relative to the employment term.

**Sick/Personal/Vacation Days if Terminated.** If Employee is terminated or resigns, Employee is **not** entitled to compensation for any unused sick, vacation or personal days accumulated up to that point.

**Term of Employment.** Employee's employment with the Ministry is subject to termination by Employee or the Ministry at will, with or without notice, at any time. Nothing in this Agreement or in any personnel policies shall be interpreted to conflict with, eliminate, or modify in any way Employee’s employment-at-will status.

**Notice of Termination.** Any termination of Employee's at-will employment by the Ministry or by Employee must be communicated to the other party by a written notice of termination and must include the date termination is or will be effective.

**Date Termination Is Effective.** Employee's employment will be considered terminated as of:

1. The date of Employee's death;
2. The effective termination date provided in Employee’s written notice of termination to the Ministry; or
3. The effective termination date provided in the Ministry’swritten notice of termination to Employee.

**Entire Agreement.** The parties agree that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement of the parties. Neither this Agreement nor its execution have been induced by any reliance, representations, stipulations, warranties, agreements or understandings of any kind other than those expressed herein. If any provision of this Agreement is found to be void or voidable, it shall not affect the validity of any other provision. Both parties shall remain bound by all other provisions.

**Amendment of Agreement.** No change or modification of this Agreement shall be valid unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. No change or modification by the Ministryshall be effective unless it is approved by the Board of Directors and signed by an officer specifically authorized to sign such documents.

**Jurisdiction.** All questions regarding the validity and interpretation of this Agreement shall be governed by and construed and enforced in all respects in accordance with the laws of the State where the Ministry is located.

**Binding Arbitration.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties within 30 days. The parties agree that they will never make demands, threaten to sue, or actually litigate any matter whatsoever relating to or resulting from this Agreement or Employee’s employment with the Ministry*.* Employee understands that making demands, threatening to sue, or actually litigating a matter against the Ministry clearly violates biblical teaching and practice and shall constitute sufficient grounds for immediate termination. The parties agree to resolve all potential claims, disputes, or causes of action through binding Christian arbitration conducted by the National Center for Life and Liberty (“NCLL”) or another Christian arbiter if the NCLL declines to serve in this role. Binding Christian arbitration shall be the sole remedy for any and all controversies or claims arising out of the ministerial employment relationship or this Agreement. The parties expressly waive their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision.

**Acknowledgment and Consideration.** In consideration of the Ministry granting Employee the position of **TITLE OF POSITION**, Employee accepts this position and the duties and responsibilities entailed therein and agrees to be bound by the terms of this Agreement. Employee agrees to perform all duties and responsibilities entrusted to Employee by the Ministry leadership to the leadership’s complete and full satisfaction; and employee understands that all of the terms or conditions of this Agreement are to be interpreted according to the understanding of the Ministry leadership.

Employee has read and agrees to abide by the regulations set forth in the Code of Conduct. Employee agrees to cooperate in every way and to adhere to the policies adopted by the administration. Employee agrees that in all areas of spiritual interpretation or discretion in this agreement, the Ministry’s judgment is controlling.

Employee represents that he or she has carefully read this Agreement, fully understands the extent and impact of its provisions, and has executed it voluntarily and without any coercion, undue influence, threat, or intimidation of any kind whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF MINISTERIAL EMPLOYEE

ACCEPTED AND APPROVED:

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED MINISTRY LEADER, NAME OF MINISTRY

**Ministerial Employee**

**Waiver of Liability Relating to Coronavirus/COVID-19**

On March 11, 2020, the World Health Organization declared the novel coronavirus, COVID-19, a pandemic. COVID-19 is highly contagiousand is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people over the past several weeks. **NAME OF MINISTRY** (the “MINISTRY”)has put precautions in place to reduce the spread of COVID-19; however, the Ministry **cannot guarantee** that you or your family, including your child(ren), will not become exposed to or infected with COVID-19. Further, because of the number of individuals involved in the Ministry’s programs and the fact that many infected individuals appear to be asymptomatic, **being employed could increase** your and your family’s risk of contracting COVID-19.

By signing this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family and I may be exposed to or infected by COVID-19. I also acknowledge that such exposure or infection may result in personal injury, illness, disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Ministry employees, contractors, volunteers, members, and participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that I or my family may experience or incur in connection with my employment at the Ministry (“Claims”). On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless the Ministry, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Ministry, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my employment with the Ministry.

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| **Signature of Ministerial Employee** | **Date** |
| **Witness** | **Date** |