

**CONTRACT FOR
EMPLOYMENT AT
BETHANY BIBLE CHURCH**

This contract is for school year _____

Name:

Address:

City, State, Zip:

Level: Degree Required No Degree Required Hourly

Position:

Salary:

Signing Bonus: Personal Time Off Per Pay Period: hours.

Non-Discrimination Policy: Bethany Bible Church does not discriminate in enrolling or hiring on the basis of race, color, nationality, or ethnic group.

Position, experience, and credentials determine salaries. Pay periods are generally the sixth of the month through the twentieth of the month, and the twenty-first of the month through the fifth of the following month. The first pay period includes in-service training and ends on September 5. Your salary will be paid on or before the fifth working day following the final day of the pay period and is subject to Federal Withholding and Social Security Taxes and/or other taxes established by the Government. From time to time or on a regular basis your salary may be paid before the fifth working day following the final day of the pay period. This in no way constitutes precedent and the employee shall not come to expect early payment.

Please report for work for in-service training before the start of school. The exact date is listed on the school calendar. This contract expires upon the completion of the in-service workday following the last day of school. By accepting this appointment, said staff member specifically acknowledges that this contract is for a limited period specified herein and that all rights and privileges shall terminate upon the expiration date of this contract, unless voided earlier pursuant to the provisions of Paragraph 16 below. The parties agree that no rights of tenure or presumption of continued employment are conferred or implied by this contract or by a number of consecutive contracts.

Non-cash Benefits for Non-ordained Employees

The following non-cash benefits are subject to the laws of the State of Texas and the Internal Revenue Code. An employee is eligible for the following benefits when he/she is employed more than 25 hours per week and is at least 18 years of age.

1. Eligible employees receive Personal Time Off to be used however the employee wishes. Personal Time Off is accrued by pay period and may be cashed in at a reduced rate only at the last paycheck of May. Personal Time Off may not be cashed in if either party terminates the contract. The employee will be charged for Personal Time Off beyond the accrued amount.
2. The ministry matches Social Security and Medicare deductions from each staff member's paycheck.
3. Eligible employees may participate in a 403(b) Tax Sheltered Annuity. Please refer to Bethany Bible Church's Tax Sheltered Annuity Agreement form for details.

4. Bethany Bible Church shall provide all employees with Workers' Compensation.
5. Bethany Bible Church will provide eligible employees with a 50% discount on tuition, registration fees, educational fees, summer programs, before school care and after school care. Student trips, activities, meals and incidental expenses will not be discounted. Students must meet the entrance requirements of the school and are subject to the rules of the Schedule of Fees as posted in the office.
6. Bethany Bible Church shall provide educators with Educators' Legal Liability Insurance in the minimum amount of \$100,000 with a \$1,000 Retention Clause.
7. An eligible employee, employee's spouse, and/or employee's legal dependants may participate in the pretax payment of the following individual plans. The cost of the premiums will be deducted from the employee's cash compensation.
 - Individual health insurance plan.
 - Individual dental insurance plan.
 - Individual eyeglasses plan.
 - Individual life insurance plan (up to \$50,000).
 - Individual short term disability plan.
8. Reimbursement of qualified Medical expenses of up to \$500 per year for employees who participate in the pretax payment of an individual health insurance plan.
9. Bethany Bible Church will pay for eligible employees to have up to six sessions per school year with Michael Fincannon, MS, L.P.C., L.M.F.T. The principal must approve this benefit and you must provide him with the dates and times of your kept appointments. Since there can be no exchange of information between the school and/or the principal and Mr. Fincannon, you must inform the principal so that proper payment to Mr. Fincannon can be made.

Conditions of Employment

1. All staff affirm that, as part of the qualifications for this position, he/she is a "Born Again" Christian who knows the Lord Jesus Christ as Savior. (John 3:3, 1 Peter 1:23).
2. All staff shall manifest by precept and example the highest Christian virtue and personal decorum.
3. All staff shall provide accurate information for a full background check to be paid by Bethany Bible Church. By request, you may receive copies of all background checks.
4. All staff shall accept without verbal or mental reservations Bethany Bible Church's Doctrinal Statement and Bethany Christian School's Educational Philosophy.
5. All staff shall join a local church whose doctrinal beliefs are in agreement with the doctrinal statement of this school. Employees must maintain an accurate, up-to-date, written portfolio of their church membership and service.
6. All staff shall have read the Faculty and Personnel Handbook and agree to cooperate in every way with the ministry authorities and adhere to policies adopted by the Board. Agreement shall be in written form by the completion of the Rules and Regulations Checklist found in the Faculty and Personnel Handbook.
7. Teaching personnel will provide the principal/assistant principal with a copy of a valid teaching certificate (if the teacher is certified) and a transcript of all college and graduate studies prior to the first day of school.
8. All staff shall comply with state and school medical requirements with proof of such filed with the office before the start of school.
9. Assignment to room, grade, subject, and duties is to be made at the discretion of the principal. Staff members agree to accept his/her proportionate amount of responsibilities not covered by job descriptions. The principal/assistant principal will seek, as far as possible, to achieve equity in all staff assignments.
10. Teaching personnel shall maintain a classroom atmosphere that is conducive to learning. This includes maintaining an appearance appropriate to the work being done.

11. Staff members agree to complete 30 hours of on-going educational and work-place sponsored programs for continued personal and professional development. These hours must be documented and turned in for your personnel file.
12. Staff members agree to remain after school and/or arrive early for such meetings and conferences as may be called by the principal/assistant principal. This includes school functions.
13. The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the biblical injunctions of 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Therefore, the parties agree that any claim or dispute arising out of, or related to, this agreement or to any aspect of the employment relationship, including statutory claims, shall be settled by biblically based mediation.

If resolution of the dispute and reconciliation do not result from such efforts, the matter shall then be submitted to a panel of three arbitrators for binding arbitration. Each party to the agreement shall have the right to select one arbitrator. The two arbitrators selected by the parties shall jointly select the neutral, third arbitrator. If there is an impasse in the selection of the third arbitrator, the Institute for Christian Conciliation division of Peacemaker Ministries of Billings, Montana (406) 256-1583 shall be asked to provide the name of a qualified person that will serve in that capacity. The mediation and arbitration process shall be conducted in accordance with the "Rules of Procedure for Christian Conciliation" contained in the Peacemaker Ministries booklet, *Guidelines for Christian Conciliation*.

The parties agree that these methods shall be the sole remedy for any controversy or claim arising out of the employment relationship of this agreement and 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. Each party, regardless of the outcome of the matter, agrees to bear the cost of his/her/its own arbitrator and one half of the fees and costs of the neutral arbitrator and any other arbitration expenses. (If the parties mutually agree to use only one arbitrator, each party shall bear the cost of one-half of the fees, costs, and any other arbitration expenses).

14. All staff members agree that the Scripture dictates standards of sexual behavior. Any promiscuity, homosexuality, or other deviant sexual behavior is forbidden and as such violates the bona fide occupational requirement of being a Christian role model. The unique roles of the male and female are clearly defined in Scripture. Romans 1:24-32 states that God recognizes homosexuals and other deviates as perverted. Such deviation from Scriptural standards is grounds for termination. (Romans 12:1-2, 1 Corinthians 6:9-20, 1 Thessalonians 4:3-8)
15. All staff shall comply with obligations under state law regarding child abuse reporting requirements.
16. The normal school workday is from 8:00 a.m. until 4:00 p.m. All staff members shall arrive ready to work before 8:00 a.m. and shall not leave before 4:00 p.m.
17. Either party with written notice that must include a minimum of 10 workdays may terminate this contract. If the employee terminates this contract without proper notification the "Signing Bonus" listed on this contract must be returned to Bethany Christian School within 3 workdays. If the contract is terminated without proper notification the employee becomes ineligible for any severance pay. If a staff member resigns or is terminated during the period of service covered by this contract, payment shall be made of that proportionate part of the annual salary that the number of days of actual duty bears to the number of days covered by the contract. All fringe benefits would end on the last day of employment. All of the employer's property in the employee's custody must be returned before he/she is entitled to final payment

of any amounts due upon separation. Dismissal for cause may be immediate or with longer notice depending upon the reason for dismissal.

Cause, as used herein includes, but is not limited to, any conduct tending to reflect discredit upon the ministry or upon the staff member, or tending to seriously impair his/her continued usefulness as a Christian role model for the students.

- 18. Bethany Christian School is a church-controlled organization and has chosen not to participate in the Federal Unemployment Tax Act. Therefore upon termination of employment, regardless of the reason(s), unemployment benefits are not available.
- 19. The employee is responsible to secure his/her own health, life and disability insurance.
- 20. All employees must sign the following forms: *Declaration of Ethical and Moral Integrity Form*, *Background Certification and Agreement Form*, and the *Authorization to Release Reference Information Form*.
- 21. Any previous agreements, whether written or oral, are fully merged into this agreement and no other agreement, statement or promise other than those contained in this contract shall be valid or binding on either party. This contract shall be interpreted under the laws of the State of Texas.

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This contract will be valid only if it is signed and returned by __/__/__.

I have read, understand, and agree with the terms and conditions of this one-year contract.

Staff Member _____

Date _____

We at Bethany Bible Church extend our warmest welcome to you.

Supervisor Date

Supervisor Date