**DIOCESE OF CHARLESTON**

**TEACHER EMPLOYMENT CONTRACT**

THIS AGREEMENT (this “Contract”) is made and entered into as of the       day of      , 20     , by and between       (the “School”), and      (“Teacher”). [The School is subject to the authority of the Roman Catholic Diocese of Charleston (the “Diocese”) and the Bishop of the Diocese (or the Administrator of the Diocese, in the absence of the Bishop or a vacancy in the position of the Bishop).] The School wishes to hire Teacher for the Term specified below and Teacher agrees to accept such employment on the terms and conditions provided in this Contract.

1. **Term:** The term of this Contract begins August 1, 20      and automatically expires on July 31, 20      (for the 20      - 20      academic year). Teacher and the School agree that this is a Contract for only the time period specified above, and there is no promise of a contract for a new term. For purposes of this Contract, the “academic year” consists of a total of 190 instructional and professional development days as set forth in the School calendar, as it may be revised from time to time.
2. **Salary and Benefits:** In consideration of the Teacher performing the services described herein, School shall pay to the Teacher the compensation set forth on Exhibit A attached to this Contract, subject to appropriate deductions for State, Federal and local taxes, FICA and other deductions authorized by Teacher or required by law. Subject to the terms and conditions of the various programs, the Teacher may participate in the School’s employment benefit plans generally available to employees of the School, subject to plan eligibility requirements.
3. **Duties:**
	1. Teacher understands that a fundamental mission of the School is the intellectual and spiritual development of students according to the teachings of Jesus Christ and the Roman Catholic Church. In furtherance of that mission, all teachers and administrators employed by the School, regardless of whether they are members of the Catholic Church, are by virtue of such employment actively engaged in pastoral ministry and the formation of God’s people by personal witness. Therefore, Teacher acknowledges and agrees that he or she will at all times publicly speak and act in accordance with the mission and teachings of the Roman Catholic Church, as set forth in Sacred Scripture and the Catechism of the Catholic Church (which is incorporated by reference as an integral part of this Contract). The Catechism of the Catholic Church can be accessed at: <http://vatican.va/archive/ENG0015/_INDEX.HTM>. Teacher further acknowledges that complying with such requirement is a material condition of his or her employment by the School, is one of Teacher’s essential job functions and is a Bona Fide Occupational Qualification, as defined and permitted by Title VII of the 1964 Civil Rights Act.
	2. Teacher shall diligently and competently perform any and all specific and/or general educational/administrative services as may be designated orally or in writing by the School, including but not limited to: teaching and supervising the grade, grades, or courses assigned by the principal of the School and performing any other duties or responsibilities involved in his/her assignments for the term of the Contract; attending and participating in School faculty meetings and such other professional meetings as may be directed by the Secretary for Education and Faith Formation for the Diocese, the Catholic Schools Office or the principal; compliance with the requirements of the Diocese regarding the educational preparation for teaching; and participating in associations and meetings as directed by the Secretary for Education and Faith Formation, the Catholic Schools Office or the principal for the promotion of close collaboration between parents and teachers and to otherwise assist Teacher in the performance of his/her duties.
	3. A condition of Teacher becoming employed hereunder is Teacher submitting evidence of holding a valid State certificate(s), if required by the School or law for the type and level of teaching performed, as well as an official transcript of credits for all undergraduate and graduate work completed and a listing of all prior employment experience (to include the name and address of the employer, dates of employment and the position(s) held). In the event of previous teaching experience, there shall be a written verification of employment from the prior employer(s). False or incomplete information on the application and/or resume or provided during the recruitment/selection process shall, at the School’s sole option, void this Contract, even if not discovered until after the term begins.
4. **Termination:** This Contract shall terminate as follows:
	1. By mutual written consent of Teacher and the School;
	2. Upon 30 days written notice to Teacher by the School, in the event of declining enrollment and/or financial hardship of the School;
	3. Immediately by School, upon written notice to Teacher, **for cause**, which includes but is not limited to the following: moral misconduct deemed by the School in its discretion to be detrimental to the reputation of the School, the Diocese or the Catholic Church; violation of the parish/school/diocesan alcohol and substance abuse policy or the policy on sexual misconduct or abuse of a minor, including, but not limited to the failure to report a suspected or known case of child sexual abuse; illegal use of drugs, including prescription drugs; indictment for or conviction of a felony or crime involving moral turpitude; failure to maintain teaching certificate in current status, if required for the position; inappropriate use of School-owned technology; or misrepresentation of any fact or a material omission in Teacher’s application for employment. The School reserves the right to also suspend, with or without pay, or to terminate Teacher in the event of an arrest for a felony or crime involving moral turpitude, after the Teacher has been given the opportunity to explain to the School the circumstances leading to the arrest.
	4. **For cause**, following a failure by Teacher, after written notice from the School identifying performance deficiencies, to correct such deficiencies, which may include but are not limited to the following:  the failure to comply with any of the duties set forth in Section 3 or the breach of any other term or condition of this Contract not otherwise addressed in Section 4.c above; inefficiency or incompetence; neglect of duty or frequent absenteeism other than as permitted in the policy on Leaves of Absence in the Diocesan Employee Personnel Manual*;* departing at times other than those stipulated by the School’s administration; insubordination; failure to adapt to new teaching methods; failure to comply with written policies or directives or the Employee and Volunteer Pledge as promulgated from time to time.
	5. Immediately upon the death of Teacher;
	6. Upon teacher having used all available leaves of absence, including FMLA leave, and if Teacher is then unable, including with reasonable accommodation, to perform all essential duties of the position, the School shall have the option to terminate this Contract immediately upon written notice to Teacher.
	7. By either party **without cause** upon forty-five (45) calendar days prior written notice to the other.;
		1. In the event that the Teacher terminates this Contract without cause under this Section 4(g) and fails to provide such forty-five (45) calendar day prior written notice or fails to complete his/her employment until the expiration of such forty-five (45) calendar day period, the parties agree that a reasonable estimate of the amount of monetary damage caused by such failure is $3,500. The parties agree that in the event of such failure, the Teacher shall owe the School $3,500 as liquidated damages. Said amount is not intended to be a penalty but to compensate the School for its actual anticipated damages, and the Teacher authorizes the School to withhold such amount from any additional payment(s) the School may otherwise owe, including any final pay owed to the Teacher. The Teacher shall pay the School any amount in excess of the amount withheld and the liquidated damages amount within 20 days of the termination date.
		2. In the event that the School terminates this Contract without cause under this Section 4(g), the School may, in its sole discretion, (1) continue to engage the services of Teacher for the forty-five day notice period or (2) not engage the services of the Teacher for all or any part of the forty-five day period and pay out the amount or any portion of forty five day period which School does not engage the services of the Teacher. In the event that the School fails to continue to employ or to pay the Teacher for the full 45 day notice period, the parties agree that the liquidated damages owed to Teacher is the amount of pay that was not paid out for such 45 day notice period (“Notice Pay”). Said amount is not intended to be a penalty but to compensate the Teacher for his/her actual anticipated damages. The School shall pay such Notice Pay in accordance with its customary wage payments. Notwithstanding the foregoing, in the event the Teacher is terminated during such forty-five (45) calendar day period pursuant to any other provision of this Section 4, other than this Section 4(b), no such Notice Pay shall be owed to the Teacher.
	8. Automatically, as it pertains to the Duties of Teacher to be provided in Section 3 of this Contract, upon the expiration of the last day of the academic year, unless the School provides at least ten (10) calendar days prior written notice indicating that it will offer Teacher a new contract for a new one-year term, which shall be subject to all of the terms and conditions set forth herein. Termination under the provisions of this subsection h shall be subject to the School’s obligation to continue salary payments thereafter to the extent Teacher’s pay periods provided on Exhibit A extend beyond the end of the academic year.

The failure of the School to exercise its right to terminate Teacher’s employment in a situation in which it is entitled to do so shall not constitute a waiver of any termination rights the School may have in the future. The School may, at its sole discretion, waive any or all of any required notice period in the event of termination by the Teacher. In the event of termination by the School, the School may, at its option, elect to pay Teacher’s salary in lieu of allowing or requiring Teacher to work until the expiration of any notice period. In the event of termination for cause, the School shall have no further obligations under this Contract other than payment through the date of termination.

1. **Screening:** Teacher acknowledges that employment by the School is contingent upon an acceptable report through the Diocesan screening process, which shall include but not be limited to criminal background and driving records checks and meeting such other conditions as may be required by the Diocesan Office of Child Protection Services. Whether a report is acceptable is determined by the Diocesan Screening Review Committee, in its sole discretion. Teacher acknowledges that he/she will be required to complete the VIRTUS “Protecting our Children” training program (or other similar program designated by the Diocese) prior to the first day Teacher begins working with children or this Contract may be terminated immediately upon written notice by the School to Teacher. Teacher further acknowledges the continuing right of the School to conduct checks of such records for so long as Teacher’s employment continues.
2. **Diocesan Rules and Regulations:** Teacher agrees to fully comply with all applicable personnel policies, practices, and procedures promulgated by the School and the Diocesan Human Resources and Catholic Schools Offices, including any amendments and/or changes to existing policies and procedures and adoption of new policies and procedures during the term of this Contract.
3. **Signing Period:** Contracts are to be returned and signed within ten (10) business days of the Date Offered as stated below. This Contract is void beyond the deadline unless an extension of time has been specifically agreed to in writing by Teacher and the School principal.
4. **Forum Selection/Waiver Of Jury Trial:** The parties hereby agree that any dispute or controversy arising under, in connection or in any way related to this Contract, the services rendered pursuant to this Contract, or in any way connected to Teacher’s employment and/or termination therefrom shall be heard in the state and/or federal courts having jurisdiction in Charleston County, South Carolina. The parties further knowingly **waive their right to a jury trial** for all claims and/or causes of action of every kind whatsoever that arise and/or result from the parties’ employment relationship and/or termination therefrom, including but not limited to disputes arising under this Contract, the common law and statutory claims arising under Title VII of the 1964 Civil Rights Act, the Pregnancy Discrimination Act, Section 1981 of Title 42 of the United States Code, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act, the South Carolina Payment of Wages Act, and all other State and Federal laws. The provisions of this Section shall survive the termination of this Contract.
5. **Exclusive Agreement:** This Contract contains the complete agreement concerning the employment relationship between the parties, and it supersedes any and all prior employment or other agreements between the parties. Any amendment, deletion, or addition to the Contract must be with the written approval of the Secretary for Education and Faith Formation and signed by all parties. There is no understanding or agreement expressed or implied that the Teacher will be offered a Contract for any subsequent year following the termination of this Contract.
6. **Governing Law/Interpretation:** This Contract has been executed and delivered in the State of South Carolina, and the laws of such state shall govern its validity, interpretation, performance, and enforcement. This Contract shall be construed and interpreted as though both parties equally drafted it. If a court of competent jurisdiction declares any provision of this Contract to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be deemed not to be a part of the Contract.
7. **Ministerial Exception:** The School expressly reserves and does not waive the right to assert and rely upon the ministerial exception as a defense to any legal claim that Teacher might raise in connection or in any way related to this Contract, the services rendered pursuant to this Contract, or in any way connected to Teacher’s employment and/or termination therefrom.

**ACKNOWLEDGED AND AGREED BY THE PARTIES ON THE DATES BELOW**

**EMPLOYER:**

Pastor (if a parish school)

Principal/Administrator

Date Offered

**TEACHER:**

Print Name:

Date Accepted:

**EXHIBIT A**

**(Teacher Compensation)**

In consideration of Teacher performing the services described in the foregoing Contract, the School shall pay to Teacher an annualized salary of $     , to be paid in 26 installments, in accordance with the School’s regular pay schedule (currently bi-weekly), and if the term of Teacher’s employment begins or ends on a date other than the beginning or end of a pay period or is for less than a full academic year, the amount payable will be prorated accordingly.