

**DIOCESE OF CHARLESTON
TEACHER EMPLOYMENT CONTRACT**

THIS TEACHER EMPLOYMENT CONTRACT (this "Contract") is made and entered into as of the _____ (Date), by and between _____ (the "School"), and _____ (the "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. For purposes of this Contract, references to the "Bishop" will include the Administrator, if applicable). **In cases in this Contract that require or permit action or approval by "the School," such action or approval shall be by the Bishop, the Pastor or the Bishop's Designee (as defined in Section 3.a below), as applicable.** 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 _____, and continues until _____, at which time this Contract shall automatically terminate, unless terminated earlier in accordance with Section 4 hereof (the "Term"). The Teacher and the School agree that this is a Contract only for the Term, and there is no promise of a contract for a subsequent school year or at any time beyond the expiration of the Term.

2. **Salary and Benefits.** In consideration of the Teacher performing the services described herein, School shall pay to the Teacher compensation as provided on Exhibit A attached to this Contract and incorporated by reference, subject to appropriate deductions for State, Federal and Local taxes, FICA and other deductions authorized by the Teacher or required by law. Subject to the terms and conditions of the various programs and any eligibility requirements, the Teacher may participate in the employment benefit plans generally available to employees of the School.

3. **Duties.**

a. The Teacher in a parochial school receives this educational commission from and is responsible for answering to the pastor of the Parish (the "Pastor") and the Principal as the Pastor's designee. The Teacher in a diocesan-owned school receives a commission from and is responsible for answering to the Principal. The Teacher, in collaboration with the Principal, Pastor or President, serves primarily as one who supports, upholds and promulgates the mission and vision of Catholic education, rooted in Christian anthropology with a firm foundation that stems from the teachings of the Magisterium of the Catholic Church. Inspired by a Catholic worldview that permeates the vision and mission, the Teacher inspires and guides the student body establishing academic excellence, not for the sake of the grade, but for the sake of human flourishing and the restoration of awe, wonder and the love of learning in light of who God created us to be. Therefore, the Teacher assumes the responsibility for the on-going Catholic formation for the students. It is the primary role of the Teacher to articulate and implement the unique mission of the Catholic school in promoting the Catholic faith as set forth below.

b. The 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.

c. The 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 Superintendent of the Diocese, the Catholic Schools Office or the principal; compliance with the requirements of the Diocese regarding the ongoing educational preparation and formation for teaching; and participating in associations and meetings as directed by the Superintendent, 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.

d. A condition of Teacher becoming employed hereunder is Teacher submitting 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) as well as personal and professional references and/or recommendations. 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.

e. The 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 Pastor, the Bishop or the Bishop's Designee, as applicable, and will perform the other duties or responsibilities involved in: (i) compliance with Diocesan policy and accreditation requirements; (ii) participation in associations and meetings as directed by the Superintendent or the Catholic Schools Office, the Bishop, the Pastor or the Bishop's Designee, as applicable; and (iii) the promotion of close collaboration between parents and teachers and providing support to teachers in the performance of their duties.

4. **Termination.** In addition to this Contract terminating at the end of the Term, this Contract shall terminate as follows:

a. By mutual written consent of the Teacher and the School;

b. Upon 30 days written notice to the Teacher by the School, in the event of declining enrollment and/or financial hardship of the School;

c. Immediately by School, upon written notice to the Teacher, **for cause**, which includes but is not limited to the following: a) moral misconduct as determined by the School in its discretion; b) misconduct deemed by the School in its discretion to be detrimental to the reputation of the School, the Diocese or the Catholic Church; c) 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; d) illegal use of drugs, including prescription drugs; e) indictment for or conviction of a felony or crime involving moral turpitude; f) failure to maintain teaching certificate in current status, if required for the position; g) inappropriate use of School-owned technology; h) misrepresentation of any fact or a material omission in the Teacher's application for employment; or i) failure by the 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; insubordination; or failure to comply with written policies or directives to which Teacher is subject or the Employee and Volunteer Pledge, as promulgated from time to time;

d. Immediately upon the death of the Teacher;

e. Upon the Teacher having used all available leaves of absence, including FMLA leave, and if the 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 the Teacher; or

f. By either party **without cause** upon 45 calendar days prior written notice to the other; or

g. Automatically, on the last day of the academic year if the Teacher has not received an offer and a new contract from the School for a new one-year term.

The failure of the School to exercise its right to terminate the 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. In the event of termination under Section 4.b or 4.f, the School may, at its option, elect to pay the Teacher's salary in lieu of allowing or requiring the Teacher to work until the expiration of any notice period. In the event of any termination described in Section 4, the School shall have no further obligations under this Contract other than payment to Teacher of Teacher's salary through the date of his or her termination.

5. **Screening**. The 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. The 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 the Teacher begins working with children or this Contract may be terminated immediately upon written notice to the Teacher by the Pastor, the Bishop or the Bishop's Designee, as applicable. The Teacher further acknowledges the continuing right of the School to conduct checks of such records for so long as his/her employment continues.

6. **Diocesan Rules and Regulations.** The Teacher agrees to fully comply with all applicable personnel policies, practices and procedures promulgated by 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.

7. **Non-Disclosure Agreement.** The Teacher understands and agrees that as a condition of this Contract, he will sign the Non-Disclosure Agreement in the form required by the School, which has been provided to him prior to the execution of this Agreement.

8. **Signing Period.** Contracts are to be returned and signed within 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 the Pastor, the Bishop or the Bishop's Designee, as applicable.

9. **Forum Selection.** 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 the Teacher's employment and/or termination therefrom shall be heard in the State and/or Federal courts having jurisdiction in Charleston County, South Carolina.

10. **Waiver Of Jury Trial.** 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.

11. **Entire Agreement.** This Contract contains the complete agreement concerning the employment relationship between the parties, and, except for the limited circumstances set forth in Section 12 hereof, this Contract 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 Bishop, the Bishop's Designee or the Pastor, as applicable, 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.

12. **Teachers with Existing Contracts.** In the event the Teacher has an existing contract with the Diocese and there is any overlap in the Term of this Agreement and the term set forth in the existing contract, the existing contract shall end and be of no force or effect as of the beginning of the Term of this Contract, at which time this Contract shall be the only Agreement concerning the Teacher's employment relationship with the Diocese, and shall supersede any and all prior employment or other agreements between the parties as of the beginning of the Term. It is the intent of the parties that the Teacher will not receive compensation or benefits under two separate contracts and that only this Contract shall apply to the relationship of the parties as of the beginning of the Term set forth herein.

13. **Governing Law.** This Contract has been executed and delivered in the State of South Carolina, and the parties agree that this Contract shall be interpreted, construed and governed in accordance with the laws of the state of South Carolina.

14. **Interpretation.** This Contract shall be construed and interpreted as though both parties equally drafted and shall not be construed against any one party as the drafter.

15. **Waiver.** No waiver of a breach of any provision of this Agreement by the School shall be construed to be a waiver of any breach of any other provision. No delay with regard to enforcement of any breach of any provision of this Agreement by the School shall be construed to be a waiver of such breach.

16. **Severability.** Each provision of this Agreement is independent. In the event 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.

17. **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 the 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 the Teacher's employment and/or termination therefrom.

[Intentionally Left Blank. Signatures on Following Page]

ACKNOWLEDGED AND AGREED BY THE PARTIES ON THE DATES BELOW

EMPLOYER:

Pastor (if a parish school)

Principal/Administrator

Title: _____

Date Offered

TEACHER:

Print Name: _____

Date Accepted

EXHIBIT A
(Teacher Compensation)

In consideration of the Teacher performing the services described in this Contract, the School shall pay to the Teacher a gross salary of \$_____ to be paid for the duration of the Term, or until such time as this Contract is terminated hereunder, in accordance with the School's regular pay schedule (currently bi-weekly), and if the Term of the Teacher's employment begins or ends on a date other than the beginning or end of a pay period, the amount payable will be prorated accordingly.
