**EMPLOYMENT CONTRACT**

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***BE IT KNOWN***, that this AGREEMENT is entered into on *Date* between *Institution*, (hereafter referred to as the "Employer"), located at *Address* and *Contractee Name* (hereafter referred to as the "Contractee") residing at *Contractee Address*.

***IN WITNESS THEREOF***, the above parties wish to enter into this Agreement and express the need to define and set forth within this instrument the terms and conditions of employment of the above named Contractee by *Institution*.

***THEREFORE,*** in consideration of the mutual covenants and agreed upon stipulations set forth below, it is hereby solemnly agreed upon and thus legally binding by the Employer and the Employee as follows:

EMPLOYMENT

*Institution*, a company, operating at *Institution Address*, does hereby employ *Contractee* in the position of Contract Association for Clinical Pastoral Education (ACPE) Educator, and the Contractee does hereby agree to serve in such capacity, beginning *Start Date*, for a period of *Term of Contract*, and ending at such date and time the Contractee's employment may be terminated in accordance with below listed Termination of Agreement clause.

PERFORMANCE OF DUTIES

*Contractee*, the Contractee, hereby agrees that throughout his/her period of employment s/he shall devote his/her full attention and time, during working hours, to the performance of his/her duties and business affairs of the Employer, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Employer. It is not the intention of the Employer to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or of which may not be required of other employees of similar rank and position. However, the Employer reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Contractee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the Employer.

DUTIES AND RESPONSIBILITIES

The detailed list of job duties and responsibilities for the Contractee are as follows:

* + The ACPE Educator will oversee all matters related to the administration and oversight of the ACPE program, including but not limited to group and individual supervision, management of accreditation matters, recruitment of interns/residents, and filing of appropriate reports to ACPE on behalf of the Center.

COMPENSATION & BENEFITS

In accordance with the following terms and conditions of this Agreement, and throughout the Contractee's period of employment, compensation for his/her services will be as follows:

* Contractee will receive $500 at the time of employment towards ACPE dues to establish good standing in accordance with ACPE Bylaws.
* Contractee will receive hourly salary of $50 to $100 with monthly evaluations and/or rate increases as deemed appropriate and said amount to be determined by the Supervisor of the Contractee.

Paychecks will be issued as follows:

*Per Institutional Practice*.

Contractee will/will not be entitled to other similar benefits of employees of similar rank and position.

CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE

Within or after the Employment Period, the Contractee shall at no time divulge, release, or remove for his/her use or that of any other individual or company any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of his/her employment with the Employer, subsidiaries or affiliates. Furthermore, the Employer and

Contractee agree as follows:

* + Confidential information excludes that which is public knowledge.
  + Contractee shall not copy or modify any Confidential Institutional Information without prior written consent of the Employer.
  + Contractee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

***Unauthorized Disclosure***   
Should the Contractee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Contractee shall be deemed in violation of this Agreement, and the Employer at that time shall be entitled to obtain an injunction to restrain the Contractee from disclosing or further disclosing, in whole or in part, Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Contractee during or after termination of employment.

REMEDIES

Should the Contractee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer reserves the right to immediately terminate employment of Contractee, and terminate all its obligations to make any further payments under this Agreement. The Contractee acknowledges that the Employer could incur permanent and irreversible damage and injury though a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," and as such agrees that the Employer shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Employer or Court of Law, from any actual or threatened breach of this Agreement.

AMENDMENT OF AGREEMENT

Any Amendment of this Agreement must be mutually agreed upon in writing by both parties (the Employer and Employee). Furthermore, any amendment must also contain a start date for the amendment to the original Employment Contract.

TERMINATION OF AGREEMENT

The Employment Period shall be terminated at the time when any of the following may occur:

* + Date of "at-will" termination by either Employee or Employer;
  + Upon the Contractee's death;
  + Contractee’s loss or withdrawal of ACPE Certification as an educator;
  + Cause shall include, but is not limited to Contractee's gross misconduct, material damage to the Employer, Contractee's willful breach of this Agreement, or the Contractee's death occurs; , or;
  + Should either the Employer or Contractee decide to terminate their working relationship and/or this Employment Contract, the party wishing to end this agreement, either due to the completion of the project for which the Contractee was hired or the Contractee seeking employment elsewhere, shall provide a minimum advance written notice of 14 days by the Employer or a minimum advance written notice of 21 days by the Contractee.

NOTICES

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

COMPLIANCE WITH EMPLOYER'S RULES

The Employee agrees to comply with all of the Employer's Rules and Regulations (i.e. Rules of Conduct) in accordance with the Employer's policies.

APPROVED EXPENSE REIMBURSEMENT

Employer shall reimburse the Contractee, in accordance with Employer policy, for any reasonable out of pocket expenses authorized by the Employer, including the following:

* + Professional Dues for maintaining “good standing” as an Active Educator in ACPE (see “Compensation and Benefits” above)

RETURN OF EMPLOYER PROPERTY

At the end of the Contractee's contract or upon termination of employment, whether voluntary or involuntary, said Employee shall immediately return to the Employer any and all company property including, but not limited to, the following:

* + Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
  + Computer;
  + Company Credit Cards;
  + Employer related documents and/or material;
  + The deemed appropriate, for any loss and/or damages incurred as a result of Employee's failure to return Employer property after termination of employment.

NON-ASSIGNMENT

Any interests pertaining to the Contractee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

OWNERSHIP OF INTELLECTUAL PROPERTY

Throughout the Contractee's term of employment with the Employer, whether during the fulfillment of his/her normal duties and responsibilities or others which may be specifically assigned to the Contractee, either on his/her own or in connection with another individual, the Employee develops or creates any such intellectual property, including but not limited to any work where a copyright exists or may exist, the Employee shall immediately notify the Employer. In addition, the Employer reserves the right, and shall be entitled to pursue any legal remedies, as may be Employee acknowledges and agrees that any and all such intellectual property, copyright and other intellectual property rights shall be deemed the ownership of the Employer.

The Contractee hereby waives unconditionally and irrevocably any and all moral or any such rights of a similar nature with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by the Contractee during employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, its successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, its successors and/or assigns.

SUCCESSORS

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of both the Employer and Contractee, and there are no other promises or conditions, oral or written, outside of what is contained herein this Agreement. This Agreement supersedes any prior written or oral agreements between both parties.

SEVERABILITY

Should any provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

APPLICABLE LAW

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of *State*.

COPY OF AGREEMENT

The Contractee acknowledges receipt of a copy of this Agreement signed by both the Contractee and the Employer.

***IN WITNESS WHEREOF***, the Contractee has hereunto set his/her hand, and the Employer has caused this instrument to be executed in its name and on its behalf, as of *Date*.



(Contractee Signature)

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(Contractee Name)

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(Employer/Duly Authorized Representative Signature)

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(Employer/Duly Authorized Representative Name)

Human Resources Professional

(Employer/Duly Authorized Representative Title)