

Contract for Elementary School Principal

at _____ School, City of _____
a Catholic School in the Diocese of Erie
for the 20__ - 20__ School Year

THIS AGREEMENT, entered into this _____ day of _____ 20 _____ between
_____, Social Security No. _____,
hereinafter designated as the Principal, and _____ School, provides as follows:

1. The principal recognizes the religious nature of the Catholic Schools and agrees that the Employer has the right to dismiss a principal for immorality, public scandal, or public rejection of the official teachings, doctrine or laws of the Roman Catholic Church, or for any other cause, including but not limited to incompetency, insubordination, intemperance, cruelty, two consecutive unsatisfactory ratings, persistent and willful violations of school laws and rules (including policies of the school), persistent and willful negligence, and avocation of un-American activities, thereby terminating any and all rights that the principal may have hereunder, subject, however to the personal due process rights promulgated by the Roman Catholic Church.
2. The principal shall observe and support the philosophy of Catholic education and shall abide by all the rules and regulations of the School and those of the Catholic Schools Office of the Diocese of Erie, which rules and regulations are incorporated herein by reference and made part of this contract.
3. The principal further agrees to serve the School in a professional manner and to provide Christian leadership to all members of the school community. The principal also agrees to further his/her own professional growth by continuous study. The principal shall discharge this assignment to the satisfaction of the pastor and in conformity with canon law and diocesan policies.
4. In consideration of such service, the school agrees to pay the principal an annual salary of \$_____ on a bi-weekly basis for ___ pays per school year, beginning with the first payroll date on _____. Payment shall be subject to deductions for Social Security and Income Tax (for lay personnel only). A day's salary shall be computed at 1/209th of the annual salary minus deductions.

It is recommended that the Pastor/President and Principal should meet a minimum of two times per year to review job performance and position status of the principal.

5. Should "separation from service" occur prior to the end of the school year, no further salary shall be accrued. In the event a separation from service occurs before the end of the 12-month payment period, the principal will be entitled to an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.
6. In consideration of the salary and other benefits provided herein by the School, the principal agrees to provide the School/System a minimum of _____ weeks' notice (_____ school days) of the principal's intention to resign from the position assigned pursuant to this Contract.
7. The principal recognizes the unique nature of the position and that the School/System has relied upon the principal's credentials and certification in making its employment decision for the school year specified. Thus, in the event the principal terminates employment without the notice required, principal acknowledges that the School/System shall be entitled to recover, as liquidated damages, an amount up to \$_____, which amount shall be calculated as the costs of a substitute principal the number of days, up to ten (20) days, until a replacement can be hired and the costs associated with advertising the position vacancy.

8. The school agrees to allow the principal _____ days of leave with pay per year (“sick days”), cumulative to a maximum of 35 days, provided that such leave is used only for personal illness or for any critical illness of a member of the teacher’s immediate family, which is defined as the principal’s spouse, child, parent, or other relative residing in teacher’s household.
9. The School agrees that all other benefits provided for lay teachers in accordance with diocesan policy, or as delineated in the school or school system employee handbook, shall also be provided for the lay principal, with the exception of the number of personal days. The lay principal shall receive three (3) personal days.
10. The school/system will make available to the principal five bereavement days a year (with no carry-over from year-to-year) with pay to be used for the death, funeral, and/or memorial service for the teacher’s spouse, child, parent, sibling, grandchild, son-in-law, daughter-in-law, parent-in-law, or other person residing in the same household. One day bereavement leave with pay will be available for the death of the teacher’s grandparents, aunts, uncles, and other in-laws to attend the funeral.
11. This Contract may become null and void at the discretion of the employer in the event of permanent school closure or consolidation, insufficient student enrollment, cancellation of classes, loss of funding, natural disasters, pandemics, epidemics, and other Acts that are beyond the control of the employer.
10. The principal acknowledges that, as an educator in a Catholic school, (his/her) responsibilities include providing a daily example of Christian values, regardless of (his/her) faith or the subject matter taught. Additionally, principals will participate in school-sponsored liturgical activities during the course of the academic year and are expected to assist in the formation process for students, either directly, or by the incorporation of Catholic teachings and values in school or classroom activities.

This is a ONE-YEAR contract. THIS CONTRACT shall commence on _____ and end on _____, unless terminated earlier. Employment is conditional upon receipt and status of background clearances.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 20____, for and on behalf of the parties they represent.

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| Years of Experience as Principal _____ |
| Educational Level _____ |
| Accumulated Sick Days _____ |

Pastor/President _____

Principal _____