

## Contract Year 2014-2015

### PRINCIPAL-MINISTER CONTRACT

This contract is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the City of \_\_\_\_\_, State of Ohio Between Archbishop Dennis M. Schnurr, as Trustee for \_\_\_\_\_ School, hereinafter called School, and \_\_\_\_\_, hereinafter called Principal-Minister.

Principal-Minister, being willing to be employed by School, and School being willing to employ Principal-Minister on the terms and conditions set forth herein, it is agreed as follows:

1. School does hereby employ Principal-Minister in School for the 20\_\_\_ / 20\_\_\_ school year, pursuant to this contract, from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. The full school year shall consist of \_\_\_\_\_ days which includes a minimum of \_\_\_\_\_ hours of actual instruction plus \_\_\_\_ workdays and days of professional development as stipulated by the School, and shall end on or before \_\_\_\_\_ 20\_\_\_\_. Principal-Minister agrees and understands that upon execution of this contract, he/she is obligated to perform these services during the entire period of the contract indicated above.
3. Principal-Minister 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.
4. Principal-Minister agrees, without limitation, to comply with all policies, handbooks, rules and regulations of the School and of the Archdiocese of Cincinnati. Principal-Minister also agrees to exemplify Catholic principles and to refrain from any conduct or lifestyle which would reflect discredit on or cause scandal to the School or be in contradiction to Catholic doctrine or morals. Such conduct or lifestyle that is in contradiction to Catholic doctrine or morals includes, but is not limited to, improper use of social media/communication, public support of or publicly living together outside marriage, public support of or sexual activity out of wedlock, public support of or homosexual lifestyle, public support of or use of abortion, public support of or use of a surrogate mother, public support of or use of in vitro fertilization or artificial insemination, public membership in organizations whose mission and message are incompatible with Catholic doctrine or morals, and/or flagrant deceit or dishonesty. Principal-Minister further agrees to teach and act consistently in accordance with the mission statement of the School and to strive to aid in the formation of students by personal witness to the stated philosophy and teachings of the Roman Catholic Church (these can be found in the Catechism of the Catholic Church [http://vatican.va/archive/ENG0015/\\_INDEX.HTM](http://vatican.va/archive/ENG0015/_INDEX.HTM)).
5. Principal-Minister agrees to give the School thirty (30) days' written notice in advance of any resignation or other employment separation request which would terminate this contract. Principal-Minister understands and agrees that in the event Principal-Minister terminates this contract without providing the School thirty (30) days' written notice in advance and/or without the prior written consent of the School, the Principal-Minister may be liable for any damages, including the cost of a replacement, incurred by the School as a result of the Principal-Minister's breach of this contract. The School may: (a) release the Principal-Minister on the date requested; or (b) release the Principal-Minister on a date prior to or subsequent to the requested date. Should the requested termination be accepted, the Principal-Minister will be released from the contract on the date specified by the School and the contracted salary shall terminate on that date.

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6. The School immediately may terminate the Principal-Minister's employment upon any breach of this contract by the Principal-Minister or any other good cause or upon the closing of the School for any reason. This contract also shall automatically terminate upon Principal-Minister's death. Further, the School may terminate this contract at any time for cause, the determination of which shall be within the sole discretion of the Superintendent of Schools and shall include but not be limited to the following:
- a) Inability to carry out duties to the satisfaction of the Superintendent of Schools, unsatisfactory performance, insubordination, conduct unbecoming a Principal-Minister, inability to maintain discipline of students within the school, frequent absenteeism, departing at times other than those stipulated by the Superintendent of Schools, intemperance, inability to deal amicably with staff, students or parents, conviction of a felony, negligence of duties, or non-professional behavior.
  - b) Any personal conduct or lifestyle that would be in variance with or contrary to the policies of the Archdiocese of Cincinnati and/or the moral or religious teachings of the Catholic Church, including but not limited to those contained in paragraph 4 above and paragraph 21 below.
  - c) A misrepresentation on Principal-Minister's application or credentials.
  - d) Any action or involvement by the Principal-Minister during work or personal time that may cause public embarrassment or discredit the School in any way.

In the event of termination of this contract for cause, a period of notice is not required. Remuneration shall be paid to Principal-Minister for services up to the date of termination. No demand may be made for remuneration after this contract is terminated by either party.

7. In the event of the absence of Principal-Minister due to personal illness, the School shall pay for \_\_\_\_ day(s) of such absence for each month of service completed. Unused sick leave may be accumulated up to a maximum of \_\_\_\_\_ days during Principal-Minister's total term of employment in the School. It is agreed by the parties that as of the date of this contract, Principal-Minister has accumulated and is given credit for a total of \_\_\_\_\_ days of unused sick leave. Unused sick days will not be paid upon termination of employment.
8. If Principal-Minister uses all accumulated sick leave, including FMLA leave, and is then unable, with or without reasonable accommodation, if applicable, to perform all essential duties of the position, the School shall have the option to terminate this contract. The School shall exercise the option by giving written notice to Principal-Minister stating the School's choice to terminate this contract.
9. Principal-Minister shall be compensated for services on the following basis:

(a) Base Salary \$\_\_\_\_\_ (b) Other Fees/Stipends \$\_\_\_\_\_

Annualized Total Gross Compensation Paid to Principal-Minister: \$\_\_\_\_\_, to be paid from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal-Minister will be paid (check one): \_\_\_\_\_ Weekly \_\_\_\_\_ Bi-Weekly \_\_\_\_\_ Semi-Monthly

**Total Gross Compensation Paid to Principal-Minister Per Pay Periods:** \$\_\_\_\_\_

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School shall provide voluntary health insurance to Principal-Minister if Principal-Minister works the required number of hours. The School's benefits administrator should be consulted for details. Coverage is for twelve (12) months unless Principal-Minister's services are terminated earlier, in which case coverage will end at the time of the termination of services.

10. This contract represents the entire contract between Principal-Minister and the School. The contract supersedes all prior contracts, understandings, negotiations and discussions, written or oral, and may only be modified by a separate written document signed by the Principal-Minister, and the Superintendent of Schools.
11. Principal-Minister shall have no right or authority to bind or otherwise legally commit the Archbishop of Cincinnati, the Archdiocese of Cincinnati, the Catholic Schools Office, or the School on any contract, promise, or other commitment, without the express written consent of the Archbishop of Cincinnati.
12. This contract is not automatically renewed. The Principal-Minister has no right to, or promise of, a contract exceeding the school year. This contract shall automatically expire on \_\_\_\_\_, \_\_\_\_\_ without any further action or notice required by either party. Any subsequent employment of the Principal-Minister for the following school year shall be conditioned upon the execution of, and subject to the terms and conditions of, a new written contract executed by the parties hereto.
13. This contract is not valid unless it is signed by the Principal-Minister and the Superintendent of Schools.
14. Principal-Minister acknowledges and agrees that, if Principal-Minister decides of his/her own accord to tutor students of the School in exchange for compensation, Principal-Minister shall: (1) refrain from using School premises for such tutoring; (2) comply with the Decree on Child Protection in all respects with regard to such tutoring; and (3) file with the school a Conflict of Interest statement with regard to such tutoring. Principal-Minister further acknowledges and agrees that, at no time during such tutoring, is Principal-Minister acting as, nor should Principal-Minister be construed as, an employee or agent of the School or of the Archdiocese of Cincinnati.
15. Principal-Minister certifies that he/she shall possess, by a date to be determined by the School/Superintendent, and maintain, a valid Ohio Department of Education certificate/license for the position held as \_\_\_\_\_; and develop and implement an Individual Professional Development Plan according to Ohio Department of Education guidelines.

License # \_\_\_\_\_ Kind \_\_\_\_\_ Type \_\_\_\_\_ Exp. Date \_\_\_\_\_

16. Principal-Minister certifies that he/she has complied with the Ohio criminal records check.  
Yes \_\_\_ Date \_\_\_\_\_  
Principal Minister certifies that he/she has complied with the FBI criminal records check.  
Yes \_\_\_ Date \_\_\_\_\_  
Principal-Minister certifies that he/she has submitted to a Selection.com background check.  
Yes \_\_\_ Date \_\_\_\_\_  
Principal-Minister understands that if a criminal records check reveals that he/she has been convicted of an offense described in OAC Section 3301-20-01, his/her employment under this contract will immediately terminate.

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17. Principal-Minister certifies that he/she has completed and is current with the VIRTUS "Protecting Our Children" Training and will maintain monthly bulletin readings on the VIRTUS site.

Yes \_\_\_ Date \_\_\_\_\_.

If not completed, Principal-Minister certifies that he/she will complete the VIRTUS "Protecting Our Children" Training by the first day of working with children.

18. Principal-Minister certifies that he/she will complete any and all orientation and/or training programs required by the School and/or the Archdiocese of Cincinnati.

19. The Principal-Minister must have current (i.e., unexpired) certification as the spiritual leader of the School. Principal-Ministers of Catholic Elementary Schools must have certification in one of three levels – Principal Level One, Level Two or Level Three. Principal-Ministers of Catholic High Schools must have certification as either a new Principal-Minister or be maintaining their certification. Elementary **and** High School Principal-Ministers must continue maintaining their spiritual leader certification.

Certification Level \_\_\_\_\_ Date of Completion \_\_\_\_\_ Certification Expires on \_\_\_\_\_

The only exception to this policy is for new Principal-Ministers. New Principal-Ministers are expected to complete the requirements for new Principal-Ministers within **three** years of initial employment as a Principal-Minister. New Principal-Ministers only:

Date of hire as a Principal-Minister \_\_\_\_\_. Certification must be completed by \_\_\_\_\_ (three years from the date of hire).

20. The Principal-Minister acknowledges and agrees to each of the following **Affirmations for Working in a Catholic School** by placing his/her initials on the line in front of each affirmation.

- I. I acknowledge and agree that the work of the Catholic Church, its agencies and institutions, has characteristics that make it different from the work of other agencies and institutions.
- II. I acknowledge and agree that with others I share the common purpose of working diligently to maintain and strengthen the Catholic Church and its members. By word and example I will reflect all the religious values of the Catholic Church.
- III. I acknowledge and agree that as the Principal-Minister that I play a substantial role in conveying the Catholic Church's message and carrying out its mission. I believe my ministry embraces a five-fold purpose:
- to teach and convey the tenets of the Catholic faith
  - to build and live Catholic Christian community
  - to integrate learning with faith
  - to instill a sense of Christ's mission, care for others, and service
  - to draw the school community into worship

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- IV. I acknowledge and agree that open communication forms the operational basis of our work together in the Catholic Church, as each offers his/her gift of ministry under pastoral direction.
- V. I acknowledge and agree that mutual trust should be offered and expected.
- VI. I acknowledge and agree that I am more than a professional:
- My involvement in the Catholic Church community distinguishes me as a minister in a faith community
  - My involvement goes beyond standard concerns to involvement with the formation of the total person, especially with the spiritual formation
  - My involvement in a Catholic Christian ministry leads me to realize that, notwithstanding love and concern for the individual, the group has needs which can supersede individual needs
- VII. I acknowledge and agree that I am accountable to others and they are to me. Therefore, we should show support, concern and consideration for each other. I further acknowledge and agree that I have problem solving and/or grievance processes at my disposal through the School or through the Archdiocese of Cincinnati, or through both the School and the Archdiocese of Cincinnati.
- VIII. I acknowledge and agree to act and speak in a way that supports the Catholic Church and its teachings. I understand that serious actions contrary to the Church's teachings (including but not limited to improper use of social media/communication, public support of or publicly living together outside marriage, public support of or sexual activity out of wedlock, public support of or homosexual lifestyle, public support of or use of abortion, public support of or use of a surrogate mother, public support of or use of in vitro fertilization or artificial insemination, public membership in organizations whose mission and message are incompatible with Catholic doctrine or morals, and/or flagrant deceit or dishonesty) will not be tolerated.

**By signing below, I acknowledge that I have read and understand this contract in its entirety. I understand that any violation of any section of this contract may result in termination of this contract and employment immediately. Remuneration shall be paid to Principal-Minister for services up to the date of termination. No demand may be made for remuneration after this contract is terminated by either party.**

Dated at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Principal-Minister

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- A copy of the Contract is to be given to the employee.
- A copy of the Contract is to be kept in the employee's file in the Catholic Schools Office