



Diocese of Wheeling-Charleston
CONTRACT FOR PRINCIPALS

This CONTRACT OF EMPLOYMENT is made as of _____, 2023, by and between _____ School, of the Diocese of Wheeling-Charleston, hereinafter referred to as PASTOR/DESIGNATED PASTOR, and _____, hereinafter referred to as PRINCIPAL.

1. TERM OF EMPLOYMENT: This Contract shall be for the period beginning on August 1, 2023, and terminating on July 31, 2024.

2. DUTIES OF PRINCIPAL: Principal's duties include the following:

a. Ministerial Employee: Principal is a ministerial employee, and as such is expected to be familiar with the official teachings, doctrine and laws of the Catholic Church, and to integrate those concepts in the administration of the School. Principal acknowledges Principal's responsibility as a ministerial employee to participate in continuing professional development in religion as required by Employer, to hold him/herself out as a ministerial employee, and to actively participate in conveying the religious message of the Catholic Church. Without limiting the foregoing, Principal recognizes the religious nature of Catholic schools and agrees that Pastor/Designated Pastor has the right to dismiss Principal for public rejection or violation of the official teachings, doctrine, and laws of the Catholic Church including personal behavior outside of school duties. Principal must be a practicing Catholic and desire to serve in a committed leadership capacity in the Catholic school system, and act as an example and motivator toward the fulfillment of the Christian philosophy of the School.

b. General Duties: As determined by the Pastor/Designated Pastor, the Principal will fulfill administrative duties including, but not limited to, those required as the spiritual, instructional, managerial, financial, and facilities leader of the School. Principal is immediately responsible to the Pastor/Designated Pastor.

During the term of this Contract, Principal agrees to fulfill his/her duties on such days as are scheduled in the School's official calendar and in accordance with the policies established by the Pastor/Designated Pastor. Principal agrees to be available for faculty meetings, consultations with the teachers, parents, and pupils, and agrees to organize and conduct such staff, organizational, and professional meetings as may be necessary and appropriate for the administration of the School.

In addition to his/her duties as an administrator, Principal agrees to perform additional, co-curricular duties, including those required under State law and the policies of the Pastor/Designated Pastor, all as determined in the discretion of Pastor/Designated Pastor.

3. CERTIFICATION: Principal agrees to meet all requirements for certification as established by State education laws and regulations. Exceptions to certification are only to be made by Pastor/Designated Pastor with the permission of the Superintendent of Schools of the Diocese of Wheeling-Charleston or the Superintendent's designee. Principal agrees to continue professional development in their field and in catechesis.

4. BACKGROUND INVESTIGATION: Principal agrees to furnish to Pastor/Designated Pastor, before the first day of employment, a transcript of all credits earned, a copy of Principal's current teaching and administration certificates and such other information of a personal and professional nature as may be required by Pastor/Designated Pastor. Principal shall also cooperate, at Pastor/Designated Pastor's direction, in any desired background investigations, including a criminal background check, all as determined in Pastor/Designated Pastor's sole discretion.

5. COMPENSATION: Pastor/Designated Pastor agrees to pay Principal the sum of _____ Dollars (\$ _____) per annum, less Federal and State income tax, FICA, and other required and/or authorized deductions, payable in 26 equal bi-weekly installments, _____ Dollars (\$ _____), beginning August 1, 2023. Principal shall also be eligible to participate in all other benefit programs offered by Employer, on the same basis as similarly situated employees.

If Principal receives compensation that is in advance of the commencement of the school year without performing general duties as specified per Section 2(b), and either resigns or is terminated for cause, Principal will be obligated to reimburse any pre-payment (excess payment) not yet earned to School.

Principal must provide two weeks' notice of resignation during the contract year; if Principal fails to provide said notice, Principal will be obligated to reimburse employer liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) for failure to provide the appropriate notice.

6. APPROVED LEAVE: Pastor/Designated Pastor agrees to allow Principal the following leave, in each case where approved by Pastor/Designated Pastor after any required notice as determined by Pastor/Designated Pastor or school policy, without reduction in pay:
- a. _____ days of sick leave, subject to demonstration of medical necessity satisfactory to Pastor/Designated Pastor. Principal may accumulate unused sick days in successive academic years to an amount no greater than 20 days.
 - b. _____ days of bereavement leave, in the event of a death in Principal's immediate family (spouse, child, parent, sibling, parent-in-law, grandparent, aunt/uncle, or other relative who resides in Principal's home).
 - c. _____ days of personal leave, subject to demonstration of need satisfactory to Pastor/Designated Pastor.
 - d. _____ days of professional leave, subject to approval of Pastor/Designated Pastor.

Additional sick, bereavement or personal days, and professional-leave days may be taken without pay, subject to notice and approval by Pastor/Designated Pastor. Unused leave (sick, personal, or professional) shall not be compensable upon separation from employment.

7. TERMINATION FOR CAUSE: Pastor/Designated Pastor may terminate the employment of Principal for cause during the term of this Contract. Cause sufficient for termination shall include, but is not limited to: any rejection of the official teachings, doctrine or laws of the Catholic Church in word or public behavior; unprofessional conduct; incompetence; immorality; intemperance; willful neglect of duties; cruelty; physical or mental incapacity; any violation of federal, state or local laws or regulations; conduct tending to reflect discredit upon the school, Pastor/Designated Pastor or Principal; or conduct tending to seriously impair the continued effectiveness of Principal.

Employer may also terminate the Contract without cause if the Principal's services are no longer needed as a result of classroom enrollment or where budgetary concerns compel the elimination of the Principal's position.

8. FORCE MAJEURE: Neither party shall be liable nor responsible for any failure or delay in the performance of its duties or obligations to the extent such failure or delay is caused by a force majeure, or event beyond its reasonable control, including but not limited to any fire, flood, act of God, war, government action, act of terrorism, epidemic, pandemic, including the new Coronavirus named "SARS-COV-2" and the disease it causes named "Coronavirus Disease 2019" ("COVID-19"), natural disaster, or other major upheaval, which renders performance impractical, illegal, impossible, or inadvisable. Upon prompt notice to the other party, the party affected by any force majeure will be excused from performance hereunder, and will not be in breach of or default under this Contract for any delay or failure in its performance, to the extent and for so long as its performance hereunder is prevented or restricted by a force majeure, and the other party will likewise be excused from performance of its obligations hereunder relating to such delayed or failed performance to the same extent and for the same duration.

The spread of COVID-19 has created a global public-health crisis that has resulted in widespread volatility and deteriorations in household, business, economic and market conditions. This pandemic has caused many state governments to enact "shelter in place" Orders which have adversely impacted the economy due to the vast restrictions and forced closures of non-essential businesses during the quarantine period. As a result, many families have been adversely affected by business closures. Accordingly, COVID-19 may result in a significant decrease in our families' ability to meet existing payment or other obligations to the Employer. The Employer's operations and the safety of our children may be adversely impacted as a result of the pandemic outbreak of COVID-19.

In such an event, the Employer's duties and obligations under this Contract may be suspended immediately, until such time as the school, in its discretion, decides it may safely resume performance. The Employer shall provide notification of such a suspension by reasonable time and method. During such a suspension of the Employer's performance, the Employer is under no obligation to pay wages, salary, bonuses, or other forms of compensation normally due during the suspension. As an alternative to suspending performance of its obligations and duties, the Employer may operate on a distance-learning basis for a period of time which it deems necessary. Faculty members will be expected to participate in a distance-learning program if the Employer chooses that. In addition, the Employer may extend the school year or schedule weekend classes for faculty, staff and students to complete the required curriculum when an event, as mentioned above, interrupts the academic calendar. This Contract may also be rescinded due to the Employer's decrease in enrollment which may cause the Principal position to be eliminated due to budgetary concerns.

9. RESOLUTION OF DISPUTES: The parties agree that the exclusive procedure for resolution of disputes which arise as to the terms or application of this Contract is as follows:

a. Resolution at School Level: It is anticipated that any dispute arising out of the execution, interpretation, or performance of this Contract shall be resolved informally by Principal and the Pastor/Designated Pastor, or in the case of a Central School, the Designated Pastor.

b. Appeal to Superintendent: In the event the dispute is not successfully resolved at the School level, Principal may appeal to the Superintendent of Diocesan Schools. Principal shall petition the Superintendent for review in writing, stating the nature of the dispute, and the Principal's position, within seven (7) days after the attempted resolution at the school level. The procedure for review of the dispute shall be determined by the Superintendent, or his/her designee, within a reasonable time after the petition is submitted, and the Superintendent, or his/her designee, shall render a written decision within ten (10) days of receipt of the petition. The decision of the Superintendent, or his/her designee, shall be final and binding.

10. SCHOOL POLICIES: Pastor/Designated Pastor and Principal agree that Diocesan School Policies and the Policies of Pastor/Designated Pastor pertaining to Principals and schools, as may be enacted and amended from time to time, are hereby incorporated by reference and made a part of this Contract; provided, however, that in the event of a conflict between such Policies and the provisions of this Contract, the provisions of this Contract shall control.

11. MISCELLANEOUS: This Contract expresses the entire agreement of the parties hereto, and may not be amended except by subsequent writing signed by both parties. This Contract is binding upon the parties, their heirs, successors and assigns. This Contract shall be governed and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF this contract is executed by the parties as of the date first above written.

PASTOR/DESIGNATED PASTOR:

PRINCIPAL:

(School Name)

(Please sign and date)

(Print Name)

By: _____
(Pastor/Designated Pastor, as applicable)
(Please sign and date)

By: _____
Superintendent of Catholic Schools, Diocese of Wheeling-Charleston (Please sign and date)