*Please print and place agreement on Parish or Regional School Letterhead*

**ANNUAL PRINCIPAL EMPLOYMENT AGREEMENT**

This agreement is entered into on in

Date City / Town

by and between (hereinafter designated as the Regional School / Parish Name

“Employer) and (hereinafter designated as the “Principal”) Principal’s Name

The parties, in consideration of the mutual covenants contained in this agreement, agree as follows:

1. The Employer hereby employs the Principal and the Principal agrees to perform services as herein specified during the period beginning on , 2022, and continuing until , 2023, or until an earlier date provided herein subject to all the following recited terms and conditions mutually agreed upon by the Employer. The Principal agrees to abide by the policies and directives of the Employer including, but not limit to, the Employee Handbook/Manual and Policies and Procedures.
2. In undertaking and agreeing to perform services under this agreement, the Principal represents, with the intent of inducing the Employer to employ him/her that he/she personally meets all the qualifications required. This agreement is expressly conditioned upon the satisfactory results of:
   1. An initial/ongoing criminal background investigation of the Principal
   2. Verification of employment history and personal references supplied by the Principal to the Pastor/Canonical Administrator on initial hire
   3. Submission and verification of requisite transcript(s), certification(s) and degree(s) on initial hire
   4. Completion of the safe environment workshop and on-going training
   5. Confirmation of authorization to work in the United States on initial hire

The Principal agrees to take meaningful action to advance his/her professional growth and will give evidence at times and in a manner determined by the Employer, attesting to such professional growth.

1. The Employer reserves the right, from time to time, to assign the Principal additional duties and responsibilities. All such assignments shall be made by the Employer in good faith and will not materially affect the general nature of the work to be performed by the Principal.
2. The Principal agrees to serve as a model of Catholic teaching. The Principal agrees to develop and maintain a Roman Catholic School Faith community reflecting the doctrines, laws, norms and values of the Roman Catholic Church and a philosophy of education which fosters Catholic values for the School community. The Principal agrees to enforce and abide by any rules and regulations issued by the Employer. The Principal agrees to perform

professionally in a manner satisfactory to the Employer. The Principal further agrees to act according to the laws and precepts of the Catholic Church and in accord with applicable state and federal laws. The Principal further agrees that they are a religious educator.

1. The Employer agrees to pay the Principal, on regularly scheduled pay days, at an annualized salary rate of $ permitted by this agreement, subject to deductions required by law. The Principal is entitled to school holidays and recesses designated by the /Canonical Administrator. Additionally, the Principal is entitled to two weeks paid vacation which may only be taken during the months of July & August, with the exception of the last week of August.
2. The Principal may be eligible for up to a maximum of ten paid sick days each year. Accrual of sick days is determined by the Employer’s staff handbook/manual. Unused sick days will not be paid upon termination of employment, whether voluntary or involuntary. Unused sick days are not transferable to another school or Parish within the Diocese.
3. The Principal may be eligible for up to a maximum of two paid personal days each year for personal business, provided such business cannot be taken care of outside the school day. The accrual and use of such days are determined by the Employer’s staff handbook/manual. Unused personal days will not be paid upon termination of employment, whether voluntary or involuntary. Unused personal days are not transferable to another school or Parish with the Diocese.
4. In addition to the compensation for services rendered, the Principal shall be entitled to other benefits as specified in the Employer’s staff handbook/manual. Eligibility is determined by the criteria set forth in the Employer’s staff handbook/manual and applicable benefit plans. Such benefits may be modified from time to time.
5. This agreement terminates, cancels and supersedes any and all prior existing employment agreements, written or oral, between the parties to this agreement. No agreements relating to the Principal’s employment or services will be valid or binding upon either party unless signed by both parties.
6. This agreement may be terminated by the Principal by providing a written resignation to the Employer. Any such resignation should specify and effective date not earlier than the thirtieth (30th) calendar day following communication of the resignation. In its discretion, the Employer may elect an earlier effective date than communicated by the Principal.
7. This agreement may be immediately terminated for cause by the Employer upon written notice of termination given to the Principal. The following list is illustrative of ‘for cause’ reasons, but is not intended to be all-inclusive:

Misconduct

* 1. Unsatisfactory performance as determined by the Pastor/Canonical Administrator
  2. Incompetency
  3. Insubordination
  4. Unprofessional or unethical conduct including but not limited to dishonesty and falsification of documents
  5. Material breach of the agreement
  6. Professional or personal conduct contrary to the mission of teachings of the Catholic
  7. Church determined by the Pastor/Canonical Administrator, in consultation with the Superintendent of Catholic Schools for the Diocese of Buffalo as the Bishop’s delegate to Catholic schools
  8. Gross Misconduct

Economic

1. Complete or partial closing of the school
2. Consolidation of classes, program or school
3. Staff reduction
4. Financial shortfall in the school’s budget

Subject to the dispute resolution provisions contained in this agreement, should the Principal’s employment be terminated for cause, the Employer’s only obligation shall be to pay the Principal his/her salary and benefits which would otherwise be payable to the Principal through the date of the Principal’s termination.

1. The Employer, in its sole discretion, may terminate the Principal’s employment without cause upon thirty (30) days written notice of termination given to the Principal by the Employer. Should the Principal’s employment be terminated by the Employer without cause, the Employer’s only obligation shall be to pay the Principal his/her salary and benefits for the thirty

(30) day notice period.

1. This dispute resolution provisions contained in this agreement are the exclusive means for resolution of any dispute concerning this agreement or termination of this agreement for cause. Both the Employer and Principal hereby waive their respective rights, if any, to resolve any dispute through any other means, including, but no limited to, a lawsuit, administrative claim, or other forum, unless the right to pursue a statutory claim is expressly preserved by law. The dispute resolution provisions contained in this agreement are not applicable to a termination of a Principal without cause as provided for a paragraph 12 of this agreement or to any decision by the Employer, in its sole discretion, not to renew this agreement after expiration of the term.
2. Any termination for cause or determination of a dispute concerning this agreement shall be final and binding upon the Principal unless a written appeal is made pursuant to the dispute resolution provisions contained in this agreement and received by the Pastor/Canonical within seven (7) calendar days of the issuance of the termination notice or occurrence of the dispute. Any issue of timeliness will be decided with and pursuant to said dispute resolution provisions.
3. The Employer, in its sole discretion, will designate a hearing officer who may be a representative of the Department of Catholic Education, a recognized labor arbitrator or any other person who may render an impartial determination.
4. The Principal shall bear a portion of the reasonable expense of the dispute resolution up to the lesser of: (1) one-half of these expenses; or (2) an amount equal to two days of the Principal’s gross compensation. The Employer shall bear the remainder of these expenses. The “expenses of the dispute resolution” shall exclude the parties’ respective attorney fees and disbursements, expenses of witnesses, and cost of producing other evidence which are the sole responsibility of each party.
5. The hearing officer shall not have the authority to amend or modify this agreement or establish new terms and conditions under this agreement. The determination shall be final and binding. Any monetary remedy resulting from a termination for cause is limited to receiving the balance of the Principal’s salary for the term of this agreement.

1. Upon termination of this agreement for any reason whatsoever, the Principal shall promptly return to the Employer all School property and documents relating to the operation of the school, including, but not limited to: reports, notes, keys, memorandums, and any other documents in whatever form, and all copies kept thereof in his/her possession or under his/her control.
2. Any and all notices given by either party in connection with, or pursuant to this agreement, whether or not such notice may be required, shall be in writing and sent by Registered Mail, Certified, Return Receipt Requested, or via other appropriate delivery as mutually agreed upon by the parties.
3. This agreement terminates immediately in the event of the Principal’s death.
4. In the Event that a provision of this agreement is deemed void or unenforceable for any reason, such provision shall not affect the validity and enforceability of any other provision or subsection of this agreement.
5. This agreement is for a maximum one-year period. The Employer is under no obligation to renew this agreement. The Principal has no tenure rights or other property rights in employment at the School or with the Parish. Except as expressly stated herein, the Principal is employed at-will.
6. In the event of economic necessity or in the event of an epidemic, pandemic, contagion, government ordered actions, including quarantines or other similar type events or requirements that impact school operations and after consultation with the Diocese of Buffalo Catholic Schools, this agreement may be modified or terminated and if not so terminated and the School and its ongoing operation are considered safe, the Principal will remain obligated to perform his/her duties and responsibilities under this agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement as of

day of , 2022.

Employer’s Name

Principal’s Signature Pastor’s/Canonical Administrator’s Signature

Date Date

*This agreement must be executed and signed by the Pastor/Canonical Administrator*