

DIOCESE OF NASHVILLE
SCHOOL PRINCIPAL EMPLOYMENT AGREEMENT

This Agreement is entered into on the _____ day of _____, 20____, in the City of _____ Tennessee by and between _____ (PARISH) and _____ (PRINCIPAL) to be the principal of _____ (SCHOOL).

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth in this Agreement, agree as follows:

SECTION 1.
EMPLOYMENT

PARISH agrees to employ PRINCIPAL and PRINCIPAL agrees to accept employment during the term of this Agreement on the terms and conditions contained in this Agreement.

SECTION 2.
TERM

The term of this Agreement shall begin on _____ and shall terminate on _____

SECTION 3.
COMPENSATION

For all the services rendered by PRINCIPAL under this Agreement, PARISH shall pay PRINCIPAL an annual salary of \$_____. In addition to the monetary compensation, PRINCIPAL shall receive additional benefits, including reimbursement of expenses and vacation, insurance and pension benefits, etc. as set forth in Exhibit A which is attached and incorporated herein by reference as an important part of this Agreement.

SECTION 4.
DUTIES OF PRINCIPAL

PRINCIPAL is the Administrator of SCHOOL. His/her appointment as Administrator and PRINCIPAL has been done in consultation with the Pastor, Parish Council, and the Superintendent of Schools for the Diocese.

As Administrator, PRINCIPAL is vested with the duties and powers conferred upon him/her by the precepts and Norms of the Catholic Diocese of Nashville and in accordance with Canon Law. The PRINCIPAL, as the Administrator, is charged with the day-to-day operation and overall management of SCHOOL.

The PRINCIPAL'S overall duties and responsibilities include, but are not limited to, developing the long-range strategy, mission and vision for SCHOOL consistent with Catholic values and principles, and managing the day-to-day operations of SCHOOL to insure the mission is achieved. The PRINCIPAL is responsible for the long-range and resource development plans to insure the financial, physical and personnel assets are adequate in order to accomplish the mission of SCHOOL.

The PRINCIPAL'S specific duties and responsibilities include, but are not limited to, the following:

- a. Supervising all academic, athletic, development, and counseling programs at the school.
- b. Supervising, in consultation with the Pastor, all religious and spiritual programs at the SCHOOL.
- c. Supervising and being responsible for the financial well-being and the assets of the SCHOOL.
- d. Being responsible for long and short-term planning for, and evaluation of, all programs and activities undertaken by SCHOOL.
- e. Effecting the development, implementation and communication of effective school policies that ensure the smooth and efficient administration of programs.
- f. Ensuring the implementation of applicable Diocesan school policies and rules.
- g. Being responsible for recruitment, evaluation, retention and termination of faculty and staff, as required.
- h. Acting as liaison and coordinator with the Pastor, Parish Council, School Board, Home and School Association, parents, etc.
- i. Participating in and representing SCHOOL through professional and other accrediting organizations, and maintaining accreditation by the Diocese of Nashville and, as applicable, the State of Tennessee.
- j. Managing the annual budgeting process.
- k. Being responsible for public relations and promotion of SCHOOL activities, both within and outside the school community.
- l. Coordinating all SCHOOL fund raising efforts.

- m. Attending Faculty meetings, Board meetings and extra-curricular activities as appropriate in the position of PRINCIPAL and in furtherance of the mission of SCHOOL.
- n. Fulfilling and performing all duties and services usually and customarily expected from persons employed as PRINCIPAL at SCHOOL or any excellent, Catholic, elementary school.
- o. Performing such duties and services as specified from time-to-time by the Diocese of Nashville in furtherance of the role of PRINCIPAL of SCHOOL.

**SECTION 5.
PLANNING**

On at least an annual basis, the PRINCIPAL shall review with the Pastor, the School Board, Parish Council and the Superintendent of Schools for the Diocese the current state of the school's mission, vision, values and strategic plan, including any proposed revisions. The PRINCIPAL shall also present the annual business plan to support the long-range direction of SCHOOL, citing the major annual objectives most critical to accomplishing said plan. This plan and its specific objectives will be presented and approved by the Pastor, Parish Council and School Board.

**SECTION 6.
REPORTS**

The PRINCIPAL will report, at least annually, to the Pastor, Parish Council and School Board at their regularly scheduled meetings on the overall educational and financial status and condition of SCHOOL.

Upon the completion of the school year, the PRINCIPAL shall complete a self-appraisal of the fiscal and business plan of SCHOOL, and report on the specific objectives of said plan. This plan shall be reviewed by the Pastor, Parish Council, School Board and the Superintendent for Schools, who shall collaborate and provide candid feedback and comments on the reports to the PRINCIPAL.

**SECTION 7.
EXPENSES**

PARISH shall provide to the PRINCIPAL such credit cards as shall time to time be necessary and appropriate to facilitate the fulfillment of the duties and obligations set forth herein. The PRINCIPAL shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in connection with the fulfillment of his/her duties as PRINCIPAL of SCHOOL. PRINCIPAL waives any right or privacy in the bills and statements connected with

such credit cards and agrees to submit documentation of any claimed expenses to either the business office of SCHOOL or the Parish Council, whenever requested.

SECTION 8.
LEAVE, INSURANCE AND MISCELLANEOUS BENEFITS

PRINCIPAL shall be entitled to those benefits afforded to other full-time employees of the Diocese as set forth in the Diocesan Employee Handbook, as amended from time to time. These may, but shall not necessarily, include sick leave, emergency leave, retirement, insurance and disability benefits. A detailed listing of the benefits supplementing PRINCIPAL'S salary is attached hereto as Exhibit "A" and incorporated herein by reference as an important component of this Agreement.

SECTION 9.
VACATION & HOLIDAYS

PRINCIPAL shall have the holiday schedule and vacation with pay as set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10.
NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and sent by certified mail as follows:

To Principal: _____

To Parish: (Pastor)

and

L. Gino Marchetti, Jr.
Taylor, Pigue, Marchetti & Mink, PLLC
2908 Poston Avenue
Nashville, TN 37203

Either party shall notify the other of any change of address for notices in the manner set forth in this section.

SECTION 11.
TERMINATION BY SCHOOL

PARISH may, at its option, immediately terminate this Agreement and employment under this Agreement with the concurrence by the Superintendent of Schools for the Diocese for any of the following reasons:

1. Being guilty of any acts of immorality, intemperance, insubordination, a violation of law involving moral turpitude, unprofessional conduct reflecting discredit or scandal on the PRINCIPAL, PARISH, SCHOOL or the Diocese, or seriously impairing the continuing usefulness or ability of the PRINCIPAL to properly administer SCHOOL.
2. Failure of PRINCIPAL to abide by the rules and regulations set forth in the faculty handbook and any amendments thereto.
3. Personal conduct or lifestyle which would be at variance with or contrary to the policies as set forth in the SCHOOL or PARISH handbook, the moral or religious doctrines or teachings of the Catholic Church, or the Norms of the Diocese of Nashville as amended.
4. Failure of the PRINCIPAL to maintain the requirements of the Diocese of Nashville, the Southern Association of Colleges and Schools, and the State of Tennessee in regard to proper school accreditation and/or approval.
5. Inability of PRINCIPAL to carry out the essential requirements and duties of the office of PRINCIPAL due to any physical or mental incapacity even with reasonable accommodation.

The PRINCIPAL will be given notice, whenever possible, of any dissatisfaction with any work of his/her or conduct. Continued unsatisfactory work or conduct shall be considered as additional grounds for involuntary termination.

Should there be a dispute as to the existence of good or sufficient cause for discharge or whether either party is fulfilling their respective duties under this contract, the Dispute Resolution provisions of SECTION 13 shall apply.

In addition to the right of termination for cause as set forth in this section, PARISH may terminate this contract for no cause or no reason by giving written notice to PRINCIPAL. In the event PARISH exercises this right, PRINCIPAL shall be entitled to 60 days compensation and waives any other right to future pay or benefits.

If PRINCIPAL breaches this Agreement or any terms of this Agreement, SCHOOL will be entitled to recover from PRINCIPAL all consequential damages SCHOOL suffers as a result

of said breach by PRINCIPAL, including but not limited to, costs and expenses incurred by SCHOOL in finding a replacement for PRINCIPAL.

SECTION 12.
WAIVER OF BREACH

PARISH'S waiver of a breach of any of the provisions of this Agreement by the PRINCIPAL shall not operate or be construed as a waiver of any subsequent breach by the PRINCIPAL.

SECTION 13.
DISPUTE RESOLUTION

Should there be a dispute under this Agreement as to whether either party is fulfilling their respective duties under this Agreement or any other term of this Agreement, either party may refer the dispute to the Superintendent of Schools. If the matter is not resolved, it may be referred to the Moderator of the Curia for the Diocese of Nashville for consideration. If further consideration becomes necessary, the matter may be submitted for mediation according to the policies of the Diocese of Nashville. The parties agree that the final decision regarding this Agreement and any breach of or dispute hereunder shall rest with the Bishop of the Catholic Diocese of Nashville, whose decision shall be final in all respects. Both parties waive any right of further appeal or recourse to either ecclesiastical or civil courts.

SECTION 14.
MISCELLANEOUS

1. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
2. This Agreement contains the entire Agreement of the parties and supersedes all prior Agreements relating to the subject matter hereof and may be changed only by a writing signed by the party against whom enforcement of such change is sought.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee, the Norms of the Catholic Diocese of Nashville and the Code of Canon Law.
4. In the event any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
5. PRINCIPAL agrees to devote substantially all of his/her normal business time to the performance of the duties called for in this Agreement.

6. PRINCIPAL shall accept no outside employment or engage in any activity contrary to, or which interferes with, the mission and purposes of SCHOOL or his/her duties set forth in this Agreement.
7. In the event either party employs legal counsel to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including but not limited to attorneys fees and expenses.
8. This Agreement does not contain a renewal clause. This contract is only for the term of _____ () year(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Principal

By: _____

SCHOOL

By: _____

Pastor

By: _____

Parish Council Chair

EXHIBIT A

I. Monetary Compensation

- **Base Salary:** _____ per _____
- **Payment Schedule/Frequency:** _____
- **Salary will be pro-rated using _____ days as the number of required teaching days to earn the full salary.**

II. Insurance Benefits – a check mark by each line of insurance indicates eligibility for this coverage. Note: insurance premiums are subject to change annually.

- **Health Insurance** _____
- **Dental Insurance** _____
- **Vision Insurance** _____
- **Long Term Disability Insurance** _____
- **Life & Accidental Death Insurance** _____

Please see the applicable plan for details concerning coverage and terms of any of the above benefits.

III. Retirement Benefits - a check mark by each retirement plan line indicates eligibility for this coverage.

- **Defined Benefit Plan (Pension)** _____
- **403(b) Contributory Retirement Plan** _____

Please see the applicable plan for details concerning coverage and terms of any of the above benefits.

IV. Paid Leave Days **# of days allowed**

- **Sick Leave** _____
- **Personal Leave Days** _____
- **Holidays** _____
- **Emergency Leave Days** _____

V. Other Benefits:

- **Principal is covered by Worker's Compensation insurance.**
- **Unemployment compensation is not available to Principal.**
- **Child(s) Tuition:**

Amount School Pays: _____

Amount Parent Pays: _____

