

***DIOCESE OF WILMINGTON - OFFICE OF CATHOLIC SCHOOLS***

**ADMINISTRATOR EMPLOYMENT AGREEMENT**

**This employment agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (hereinafter referred to as the "Employer"), and \_\_\_\_\_, (hereinafter referred to as the "Administrator"), who agree as follows:**

1. That the Administrator is appointed as a \_\_\_\_\_ in \_\_\_\_\_ Catholic School. The school year for which the Administrator is engaged in this Agreement begins \_\_\_\_\_ and concludes \_\_\_\_\_ (the "School Year").
2. The total annual salary for the Administrator shall be \$ \_\_\_\_\_ which appears as \_\_\_\_\_ on the diocesan salary scale. This salary includes the following stipends and stipulations (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Benefits for this position will include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. The total annual salary for this position will be paid in \_\_\_\_\_ installments over \_\_\_\_\_ payments. Payment of salary shall be made on the \_\_\_\_\_ of each month. Should that date occur on a weekend or holiday, payment will be made the immediately preceding work day. The salary is subject to withholding of all applicable federal, state, or other governmental taxes or contributions and to other deductions as may be authorized by the Administrator.
5. The Administrator certifies that all information and data concerning education, personal history, religious affiliation, qualifications, criminal background, and character, submitted by the Administrator to the Employer and the Catholic Schools Office of the Diocese of Wilmington, are complete and accurate and, the Administrator agrees, will be kept up to date by the Administrator. Any misrepresentation or failure to disclose all current information shall entitle the Employer to terminate this Agreement immediately for cause pursuant to Section 9(c) herein.
6. At the time of employment, the Administrator, if not already licensed, will pursue appropriate certification and licensing by the state of Maryland or Delaware, or take the necessary steps to transfer certification and licensing from any state which has a reciprocal arrangement with Maryland or Delaware.
7. The school year for which the Administrator has been engaged shall be a period of twelve (12) months as set forth in Section 1. The Administrator shall be entitled to the holidays which are provided in the official school calendar. In addition, the Administrator shall receive four (4) weeks of paid vacation during the contract year.
  - (a) The Administrator is further entitled, as health needs dictate, to eleven (11) full sick days, three (3) of which may be non-sick personal days. There is no compensation for unused sick leave or personal days when employment ceases for whatever reason.
  - (b) In addition to sick leave, the Administrator is entitled to up to three (3) days paid time off for the death of a member of the immediate family (defined as spouse, children, parents, siblings, and guardian) or close relative (defined as grandparents, spouse's parents, aunts, uncles, nieces, nephews, brothers-in-law and sisters-in-law.)
8. The Administrator agrees to serve the Employer and to perform the duties for which this Agreement is made in accordance with the policies, goals, and objectives specified by the Employer and the Catholic Diocese of Wilmington ("Diocese") as stated in the Diocesan and School Policy handbooks and manuals. These duties include, but are not limited to:
  - a) Fulfill all duties of the administrative position by the Employer and to perform those tasks and related duties set forth in the Letter of Appointment, which is incorporated herein and made part of the Agreement.

- b) Administer the school program in accordance with policies, goals, and objectives specified by the Employer and the Diocese (as defined herein), and to work cooperatively with other schools operated by the Employer and to aid in the Catholic formation of students.
- c) Observe, in the performance of duties, such specific regulations as are determined by the Employer and the Superintendent of Schools.
- d) Comply with the applicable diocesan catechetical and professional requirements for principals and to further professional growth by continued study, professional evaluation, attendance at diocesan institutes and workshops, catechist certification, professional meetings, school faculty, and parent meetings.

9. This Agreement shall terminate at the end of the School Year or as otherwise specified below:

- (a) By written mutual agreement, the Administrator or the Employer may terminate this Agreement at any time without penalty, whereupon the provisions of this Agreement shall immediately cease on the agreed termination date, without further obligations from one to the other party.
- (b) Either the Administrator or the Employer may terminate this Agreement without penalty, provided a minimum of thirty (30) calendar days advance written notice be personally delivered or sent by Certified Mail/Return Receipt requested by the party choosing to terminate.
- (c) This Agreement may be terminated by the Employer at any time for cause and no further salary payments shall be due under this Agreement. For purposes of this Agreement, "cause" shall include, but not be limited to:
  1. Failure to carry out any of the responsibilities encompassed by this Agreement or material neglect of Administrator's job duties.
  2. Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
  3. Inappropriate physical or social contact with students during school or otherwise.
  4. Any criminal, immoral or unethical conduct, or any conduct that is contradictory to the standards and religious tenets of the Employer, the Diocese, or the Roman Catholic Church, or any conduct that brings discredit or public embarrassment upon the Administrator, faculty, students, or the Employer.
  5. Unauthorized possession of, or working under the influence of, controlled substances (except as provided by a medical prescription), intoxicants, or alcohol.
  6. Threatening or causing bodily harm to others or other coercive and/or intimidating acts, or any verbal or physical harassment, or noted inability to deal amicably with students, parents, faculty, administrators or parish staff.
  7. Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
  8. Falsification of documents, such as providing false or misleading information on a job application, resume, personnel record, professional or character reference, academic transcript, degrees or credentials.
  9. Any breach of the terms of this Agreement.
- (d) In the event that the Administrator is discharged for cause by the Employer, the Employer shall advise the Administrator by a written notice of termination of employment and the specific reasons and elements of the cause for discharge. In such instances the Administrator shall have the right to contest the discharge for cause by requesting in writing a review of the Employer's action under Diocesan Grievance Process Regulation #4127.1. The Administrator shall bear a presumptive burden of proof before any review panel convenes under this grievance process.

The Employer has no obligation, express or implied, to extend or renew this Agreement to re-employ the Administrator or to continue to adhere to this Agreement beyond its term. Nothing in this Agreement shall be construed as providing the Administrator with tenure with the Employer.

- 10. Upon fifteen (15) days' advance written notice to the Administrator, the Employer reserves the right to make changes in the position description of an Administrator. In the event that a change in an Administrator's position description elevates the new duties to a higher standard of responsibility and to a new pay grade level, the Administrator shall be entitled to the approved higher grade level pay while satisfactorily discharging the new duties. No change in an Administrator's position description by the Employer shall result in a decrease in the salary set forth in this Agreement, even if the new duties are those of a lower pay grade unless the Administrator in writing agrees to the lower salary.
- 11. The waiver or temporary non-enforcement of any of the provisions of this Agreement by the Employer shall not be construed as a waiver of the same or any other provision in this Agreement.
- 12. This Agreement and the benefits described herein contain the complete and entire agreement between the parties, and it supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by all parties.

BY: \_\_\_\_\_ Date \_\_\_\_\_ Administrator's Social Security No. \_\_\_\_\_  
Signature of Administrator

BY: \_\_\_\_\_ Date \_\_\_\_\_ Administrator's Address \_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Administrator's City, State, Zip Code

\_\_\_\_\_  
Administrator's Phone Number

<b>For office use only:</b>			
REVIEW DATE	_____	_____	_____
	Office of Superintendent	Approved	Pending Documentation
			Not Approved