

**Diocese of Madison  
Office of Catholic Schools**

**PRINCIPAL CONTRACT COMMENTARY**

This Principal Contract Commentary (the “Commentary”) is considered to be part of the “Principal Contract of Employment” (the “Contract”), and is intended to further explain and illustrate the meanings of each provision of the Contract and the parties’ corresponding duties and obligations.

**1. Duration:**

This section defines the term of the Contract. Principals are typically contracted to perform work during the entire school year. In addition, principals are typically contracted to perform work through the summer months at the end of one school year and the beginning of the next school year.

**2. Notice of Reemployment:**

The principal must be notified by April 1 of the current Contract year if the employer will not be offering her/him a Contract for the following school year.

**3. Written Contract:**

Once a Contract is issued for the following year, the principal has 15 calendar days to return a signed version from the date he/she first received the Contract.

*Note: If a Contract is not signed and returned within 15 calendar days of receipt, it is declared null and void and the employer is under no obligation to provide employment to the principal for the following school year.*

**4. Salary:**

This section specifies the amount of the salary to be paid and the manner in which it is to be paid. If the salary is to be paid out over twelve (12) months, the principal may receive certain pay during time when s/he is not under contract. (For example: If a principal has an eleven-month Contract.)

**5. Additional Benefits:**

Any employment benefits in addition to salary are described in this section.

**6. Leave:**

This section specifies the type of paid leave (if any) provided to the principal during the duration of the Contract, and addresses the terms under which any paid leave may accumulate and/or the amount of compensation to which the principal may be eligible in the event he/she accumulates but does not use leave.

**7. Principal Responsibilities and Obligations:**

The principal is responsible for fulfilling the obligations listed in this section including, but not limited to: serving on the parish administrative team; ministering to the school community by facilitating and maintaining an environment conducive to teaching and living the Catholic faith; attending Diocesan meetings and professional development sessions; completing Seat of Wisdom courses; and undertaking all duties or other responsibilities as assigned by the Pastor.

Paragraph A: The principal must work with the Pastor, the parish administrative team, the Superintendent and Office of Catholic Schools, and must implement all applicable diocesan policies and procedures.

Paragraph B: All principals should read and understand the policies of the Diocese of Madison, which this paragraph binds them to follow and uphold. One example of such a policy is the Catechetical Policy requiring Seat of Wisdom Certification (annual completion of Franciscan at Home workshops and attendance at a Metanoia retreat). In addition, all principals should read, understand and work pursuant to all other policies promulgated by the employer.

All principals must understand that they are ministers of the Church who are responsible for witnessing to the Catholic faith and rooting the school’s educational goals, philosophy and objectives firmly in the values, beliefs and teachings of the Catholic faith.

Paragraph C: This paragraph binds principals to act as moral persons in accord with Catholic doctrine and Church teaching, as well as all applicable, federal, state and local laws.

As the mission of Catholic schools is rooted in the Catholic faith, all principals agree to know, promote and abide by the moral teachings of the faith.

Diocesan policy requires the principals of Catholic schools to be practicing Catholics in good standing with the Church. As such, all principals are expected to observe the Precepts of the Church. These are:

1. Attendance at Mass on Sundays and Holy Days of Obligation
2. Sacramental confession at least once a year
3. Reception of Holy Communion at least once a year in the Easter season
4. Observance of the days of fast and abstinence
5. Providing for the needs of the Church

Following are some of the most common behaviors that violate this paragraph. (Please note that this list is illustrative only, and should not be considered as all inclusive.)

- Participating in an adulterous relationship
- Engaging in sexual relations outside of marriage

List of behaviors that violate section C (cont'd):

- Openly speaking (including on social media, or through any other kind of communication) or acting in a manner that condones or promotes any one or more of the following examples of immoral behavior:
  - abortion (for example, support for Planned Parenthood)
  - the use of artificial contraception
  - pre-marital sex or sex outside of marriage
  - same sex unions or a LGBTQ lifestyle (for example, displaying the rainbow flag or other LGBTQ+ symbols)
  - transgender ideology
  - the use of in-vitro fertilization as a means to conceive children
  - cohabitation (living with boyfriend or girlfriend outside of marriage)
  - euthanasia
  - illegal drug use
  - illegal or inappropriate consumption of alcohol
- Participating in immoral behavior, including, but not limited to, the examples identified immediately above.
- Speaking or acting in a manner that creates Scandal. “Scandal” is defined as an action, omission or speech that leads/encourages another person to sin.
  - For example, Scandal includes an individual who posts inappropriate photos or comments using social media of any of the following:
    - partying, drinking alcohol, appearing to be intoxicated
    - lewd and lascivious behavior
    - swearing, violent or threatening language or photos
    - sexually suggestive or explicit photos or content
    - posts about personal relationships

Paragraph D: The principal is required to attend school-related meetings/activities both during and outside of typical school hours, and both during and outside of the typical school calendar. These meetings/activities include those specified in the Contract, as well as those referenced in Diocesan Policy (such as SOWDI) and/or those meetings/activities assigned by the employer.

Paragraph E: The requirements identified in Paragraph E are contained in the Diocesan Policy Handbook and in various locations on the diocesan website. It is incumbent on the principal to stay apprised of and comply with these policies.

A principal’s violation of any one or more of the foregoing Paragraphs may lead to discipline, up to and including termination of employment.

## 8. **Discharge of Probationary Principal:**

This section applies only to Contracts issued to principals with respect to their first two years of employment with a parish. During that time, a principal may be discharged for any reason whatsoever at the sole discretion of the employer.

9. **Discharge of Non-Probationary Principal:**

As set forth in this section, the employer can, in its sole discretion, terminate a non-probationary principal (i.e., a principal with more than two years of employment with the employer) for any reason, so long as the reason is not arbitrary and capricious. This section also provides examples of potential reasons for discharge of a non-probationary principal, which include, but are not limited to, unsatisfactory performance.

10. **Elimination of Position:**

The employer may eliminate a principal's position for any reason(s) whatsoever in its sole discretion. This section clarifies how the principal shall be notified and may be compensated in the event of a position elimination that is not related to a principal's performance.

11. **Parish Governance:**

This section is in accord with Church and Wisconsin law.

12. **Alteration and Termination:**

This section allows for the alteration of the Contract should such alteration become necessary or desirable. The mutual, written consent of both parties is necessary for such alteration. This section also allows for the termination of the Contract with the written, mutual consent of both parties.

13. **Dispute Resolution:**

This section follows traditional Church procedure for handling conflict situations. Neither party can pursue redress in a Court of Law unless this section has been followed.

14. **Entire Agreement and Severability:**

Among several other things, this section identifies the document(s) that comprise the Contract, and emphasizes the need to commit all agreements to writing.

15. **Addendum:**

The addendum (if any) may specify any additional benefits, duties or obligations not specified elsewhere in the Contract. Once signed by both parties, it is considered to be part of the Contract.