

# AVON PUBLIC SCHOOLS

## Middle-High School Assistant Principal

### CONTRACT OF EMPLOYMENT

This contract made this 1st day of July 2021 between the Superintendent of the Avon School System, hereinafter referred to as the "Superintendent" and [REDACTED], hereinafter referred to as the "Assistant Principal".

In consideration of the promises made herein contained, the parties hereto mutually agree as follows:

#### 1. SUPERINTENDENT'S RIGHTS CLAUSE

The Superintendent and the Assistant Principal agree that the Superintendent shall retain and reserve all the statutory rights, authority and obligations in the administration of the School System and the direction of its employees. All the functions, rights, powers and authority which the Superintendent has now, or may be granted, or have conferred upon himself, including all the customary and usual rights, powers, functions, and authority of an employer, which he has not specifically delegated or modified by this Agreement, are recognized by the Assistant Principal to be retained by the Superintendent.

#### 2. EMPLOYMENT

The Superintendent hereby agrees to employ [REDACTED] as Assistant Principal of the Middle-High School for a period to effectively commence as of July 1, 2021 and to end on June 30, 2024. The Superintendent shall notify the Assistant Principal at least sixty (60) days prior to the stated expiration date whether he intends to renew or extend this agreement for a specified length of time beyond the stated expiration date.

#### 3. COMPENSATION

The Assistant Principal's compensation shall include, in consideration for services provided, the following as regular compensation:

FY 22 - [REDACTED]      FY 23 - [REDACTED]      FY 24 - [REDACTED]

The Superintendent agrees to pay said salary bi-weekly. The Assistant Principal's salary or direct monetary compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto, of this agreement.

The Assistant Principal may be reimbursed for courses taken in any school year, subject to the approval of the Superintendent of Schools.

#### 4. DUTIES

The Assistant Principal shall perform faithfully to the best of he ability the duties of Assistant Principal of the Avon Middle High School. The Assistant Principal hereby agrees to be governed by the policies of the Avon School Committee and directives made by the Superintendent, except that any conflict between those policies and this agreement shall be resolved in favor of this agreement.

#### 5. DISCHARGE

Where good cause exists, the Superintendent may discharge the Assistant Principal, thereby terminating this contract prior to the expiration date stated above, provided the Assistant Principal has been informed of the charge or charges and cause or causes for he proposed discharge and has been given an opportunity for a hearing before the Superintendent of

Schools prior to an official action being taken. Said hearing shall be convened in accordance with the Educational Reform ACT of 1993.

Good cause as used herein shall include but not be limited to one or more of the following: misconduct, incompetence, inefficiency, conduct unbecoming of an Assistant Principal, physical or mental incapacity, or insubordination.

Upon such termination of this contract, the Assistant shall be paid the negotiated amount of the annual salary and other benefits or compensation which would have been due under the contract, but for the termination thereof, for the term or period of service of sixty (60) days in the next pay period immediately following termination.

**6. RESIGNATION**

There shall be no penalty for the release or resignation by the Assistant Principal from this contract, provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon ninety (90) days notification from the Assistant Principal unless the Superintendent fixes a different time at which the resignation or release is to take effect.

**7. SALARY DEDUCTIONS**

This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teachers' Retirement and other deductions, including annuity or insurance payments, authorized by the parties or required by law. This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts.

**8. ASSISTANT PRINCIPAL'S CERTIFICATION**

The Assistant Principal shall furnish and maintain throughout the term of this contract, a valid and appropriate certificate qualifying he to act as a Assistant Principal in the Commonwealth, as required by M.G.L., Chapter 71, Section 38G.

**9. OTHER ACTIVITIES**

The Assistant Principal may accept speaking, writing, lecturing or other engagement of a professional nature as well as attend professional meetings as he sees fit with the prior approval of the Superintendent.

**10. DUTIES**

- A. The Assistant Principal shall perform faithfully, to the best of his ability, the duties of Assistant Principal as described in the Educational Reform Act of 1993, and other duties as may be assigned from time to time.
- B. The Superintendent shall promptly refer to the Assistant Principal, for his awareness, all criticisms, complaints and suggestions with respect to the performance of the Assistant Principal as are brought to his attention. The Assistant Principal shall investigate and consider the same, and report thereon to the Superintendent as soon as practicable thereafter. The Superintendent shall assume the responsibility of investigation detailed herein.

**11. REIMBURSEMENT FOR EXPENSE**

The Assistant Principal shall be reimbursed for all budgeted expenses reasonably incurred in the performance of his duties under this contract subject to approval by the Superintendent. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state and national meetings and conferences, dues resulting from attendance at appropriate local, state and national meetings and conferences, dues resulting from membership in related associations. Legal fees incurred as a result of any action brought against him which arises out of his employment with the exception of intentional torts and criminal actions shall be reimbursable expenses.

## 12. STATE RETIREMENT ASSOCIATION

The Assistant Principal shall be a member of the Teachers' Retirement System as required by M.G.L., Chapter 32, Section 2.

## 13. WORK YEAR, VACATIONS, HOLIDAYS

### A. WORK YEAR

The Assistant Principal's work year shall consist of twelve (12) months a year except for vacation and holiday periods as described herein.

### B. VACATIONS

1. The Assistant Principal will be entitled to twenty-five (25) paid vacation days. He shall be allowed up to ten (10) days to be carried over from the previous year of the contract.
2. No more than two (2) vacation weeks may be taken in succession without prior approval of the Superintendent. Normally vacation time is not taken when school is in session.

### C. HOLIDAYS/Non Work Days

The Assistant Principal shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Patriots' Day	Day After Thanksgiving
Memorial Day	Christmas Day
	Independence Day

## 14. LEAVES AND ABSENCES

### A. SICK LEAVE

In the fiscal years covered by the Agreement, the Assistant Principal shall be credited with eighteen (18) sick days annually on July 1 of each fiscal year for days earned over the previous fiscal year at the rate of 1.5 days per month. These days will be prorated in year one of the contract based on the date of hire. From the available sick day balance, the Assistant Principal shall be paid for days when he is unable to perform his duties due to sickness, illness, or injury, or other disabling reason. There shall be no reimbursement for any unused sick days upon termination, resignation or expiration of the Agreement.

### B. FAMILY, MATERNITY, CHILD REARING LEAVE

The Assistant Principal will be granted family leave in the Avon School System in accordance with the provisions of Chapter 149, Section 150D. Family leave shall be **either** eight (8) weeks **or** eight (8) weeks **and** extended child rearing leave to the beginning of the next fiscal year. A leave notice, in writing must be submitted to the Superintendent at least thirty (30) days before the anticipated date of departure. Tentative dates of intention to return should also be indicated at this time. Final choice of (a) eight (8) weeks leave, or (b) beyond eight (8) weeks to the beginning of the next fiscal year must be made one (1) week after the termination of pregnancy. Upon submission of a physician's letter stating temporary disability, the Assistant Principal will be able to draw on his accumulated sick leave.

### C. PERSONAL LEAVE

The Assistant Principal will be allowed **three (3)** personal days per fiscal year:

1. Personal days shall not accumulate from year-to-year.
2. Except in an emergency, the Superintendent shall be notified of the Assistant Principal's intent to take a personal day at least forty-eight (48) hours in advance of taking said leave.
3. Personal days shall not be taken the day before or after a weekend or holiday, and shall not be used to extend a vacation period.

4. The Superintendent shall have the discretion to grant a fourth personal day upon request, or the discretion to waive the prohibition against taking a personal day the day before or after a weekend or holiday, or to extend a vacation. The denial of the Superintendent of any such request under this paragraph shall not be subject to the grievance procedure or the subject matter of arbitration.

**D. VISITATION DAY**

The Assistant Principal shall be allowed and encouraged to visit other schools for the purpose of viewing programs and/or conferring with respect to organizational concerns which would/might prove beneficial to the Avon Public Schools.

**E. COURT APPEARANCES**

The Assistant Principal shall be allowed to appear in a legal proceeding, pursuant to a court order, except when the court order is caused by an individual's out of school employment or other non-school matters. Legal action against the School Committee shall not entitle the Assistant Principal to a temporary leave, nor shall being a defendant in a criminal action, if one is found guilty.

**F. BEREAVEMENT LEAVE**

In case of death in the Assistant Principal's immediate family or household, the Assistant Principal will be allowed the days off needed, not to exceed five (5) calendar days. The term "immediate family" shall mean husband, wife, son, stepson, daughter, stepdaughter, father, mother, sister, brother, grandfather, grandmother, as well as similar in-laws of the current spouse or other members of the immediate household.

One (1) day's leave, with pay, will be granted in the case of the death of other relative, to attend the funeral or memorial service.

**G. ABSENCE REQUIRED BY THE SUPERINTENDENT**

The Assistant Principal shall be allowed any absence pursuant to requirement of the Superintendent of Schools.

**H. ABSENCE DUE TO MILITARY SERVICE**

**1. Temporary Active Duty**

The Assistant Principal shall be allowed up to ten (10) days leave for the purpose of Temporary Active Duty in the U.S. Reserve or National Guard. Whenever possible, this duty shall be exercised when school is not in session. During these periods of absence, the Assistant Principal salary shall be the regular administrative pay **less** certified duty pay including allowances.

**2. Induction or Recall Military Leave**

The Assistant Principal shall be granted leave for the purpose of induction or recall to duty in the U.S. armed forces in accordance with the rights accorded by law and regulation.

**I. UNPAID LEAVES OF ABSENCE**

1. Upon returning from a leave of absence, the Assistant Principal will return to the same compensation as was previously enjoyed prior to the leave.
2. After three (3) years of continuous employment as an administrator in Avon, the Assistant Principal may be granted an unpaid leave of absence for up to one (1) year. Requests for such leave shall be in writing to the Superintendent of Schools and require prior approval by the Superintendent.
3. All benefits to which the Assistant Principal was entitled at the time the leave commenced, including accumulated sick leave, will be restored to the Assistant Principal upon return from the leave, and he will be assigned to the same position

which was held at the time such leave commenced, if available, or, if not, a substantially equivalent position.

4. All requests for extension or renewals of leaves will be applied for in writing and granted or denied in writing.
5. The Superintendent may, at her discretion, add other leaves of absence without pay, including leaves for the purpose of higher education.

#### **15. PERSONAL INJURY BENEFITS**

Should the Assistant Principal be absent from work as a result of a personal injury caused by an accident or assault occurring in the course of employment or arising out of his employment, he will be paid his full salary (**less the amount of any worker's compensation award made for temporary disability due to said injury**) for the period of such absence. The difference in pay between the worker's compensation award and full pay will be charged off to the Assistant Principal's annual and/or accumulated sick leave and vacation leave until such leave has been exhausted. Thereafter, the Assistant Principal will continue to receive only the worker's compensation payment.

#### **16. INDEMNIFICATION**

If criminal proceedings are brought against the Assistant Principal alleging that he committed a wrong in connection with his employment, the School Committee will indemnify the Assistant Principal in accordance with Chapter 258 of the Massachusetts General Laws.

#### **17. PERFORMANCE**

The Superintendent shall evaluate the performance of the Assistant Principal in writing in accordance with a mutually agreed upon evaluation instrument which clearly articulates the goals, objectives and standards by which the Assistant Principal's performance will be measured. Such instrument shall be considered as part of and incorporated by reference of this document. The instrument shall be prepared by the Superintendent, signed by the Assistant Principal and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The Assistant Principal may respond to the evaluation in writing to the Superintendent and may attach his response to the evaluation in his file.

In addition, the Assistant Principal shall meet with the Superintendent, at least once each year for the purpose of discussing his performance as well as the working relationship between the Assistant Principal and the Superintendent.

#### **18. INSURANCE**

All insurance plans as are available to employees of the Avon School Committee shall be made available to the Assistant Principal.

#### **19. ENTIRE AGREEMENT**

This contract embodies the whole agreement between the Superintendent and the Assistant Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing and signed by the party against whom enforcement thereof is sought.

#### **20. INVALIDITY**

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

#### **21. ARBITRATION DUTIES**

Any controversy or claim arising out of, or relating to any term or condition of this agreement, or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding and may

be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L., Chapter 150C.


Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party.

The arbitrator may enter any appropriate award including compensatory damages, which may include damages under the contract.

The arbitrator may award costs and reasonable attorney's fees necessary to prosecute the action if the termination was effected in bad faith, but in no case such award order or require the reinstatement of the Assistant Principal to his position.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

By: \_\_\_\_\_  


By: \_\_\_\_\_  


Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Avon Public Schools is committed to ensuring that all of its programs and facilities are accessible to all members of the public. We do not discriminate on the basis of age, color, disability, national origin, race, religion, sex, sexual orientation or homeless status.