

# CONTRACT OF EMPLOYMENT

between

and

## The Town of Franklin School System for the Position of PRINCIPAL of REMINGTON MIDDLE SCHOOL

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2021 by and between the Franklin Public School District hereinafter referred to as the “District” and [REDACTED] hereinafter referred to as the “Principal”.

In Consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### I. DURATION

The Principal shall be employed under this contract for the period July 1, 2021 through June 30, 2024 consistent with all applicable provisions of law, including, but not limited to, M.G.L., Chapter 71, Section 41 and Section 59B.

### II. NOTIFICATION FOR SUCCESSOR AGREEMENT

The Principal shall notify the Superintendent in writing, on or before January 1, 2024, as to the Principal’s desire concerning a new Agreement.

The Superintendent, on or before May 1, 2024 shall notify the Principal, in writing, as to whether or not the Superintendent wishes to commence negotiations for a successor Agreement. This Agreement, and all obligations of all parties thereunder, shall terminate, as hereinbefore provided, June 30, 2024. In any event, the Superintendent will notify the Principal of the non-renewal of their contract at least 60 days prior to the expiration of this contract.

In the event the Superintendent and the Principal give notice indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by May 31, 2024.

Anything contained herein to the contrary notwithstanding this contract will automatically terminate on June 30, 2021 (and the Principal’s employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

### **III. DUTIES & RESPONSIBILITIES**

The Principal shall be the educational administrator and manager of their school and shall supervise the operation and management of their school and school property, subject to the supervision and direction of the Superintendent or their designee(s).

The Principal shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of a Principal under:

- A. The statutes of the commonwealth, including, without limitation, M.G. L., Chapter 71, as from time to time amended; and
- B. The job description attached hereto (Attachment A); and
- C. The policies of the School Committee; and
- D. The Schools annual improvement goals; and
- E. Regulations of the state and federal agencies; and
- F. Directives of the Superintendent of Schools or their designee; and
- G. The provisions of this Agreement.

### **IV. TRANSFER AND ASSIGNMENT**

The Principal is hereby assigned to the Remington Middle School. The Superintendent of Schools may transfer or assign the Principal to another Principalship position within the School District for which he/she is qualified and licensed.

### **V. COMPENSATION**

The District agrees to pay the Principal, in consideration of the faithful, diligent and competent performance of their duties and responsibilities as provided herein, the job description attached hereto, and the statutes and regulations of the Commonwealth, at the amount of \$ [REDACTED] per year. Future increases will be based upon job performance and the School Committee's guidelines for salary adjustments. Refer to future Appendix A.

### **VI. WORK DAY – WORK YEAR**

- A. The Principal recognizes that the proper performance of their duties and responsibilities will require him to work longer than the school day, and that their duties and responsibilities are not confined to prescribed hours.
- B. The Principal assumes a 12-month position. The scheduling of non- workdays during the course of the contract year shall be at the discretion of the Superintendent subject to non-student days and within the vacation allotment.

**C. HOLIDAYS**

The Principal will not be required to work on the following holidays unless school is in session:

New Year's Day	Yom Kippur	Columbus Day
Martin Luther King Day	Rosh Hashanah	Veteran's Day
President's Day	Memorial Day	Thanksgiving Day
Patriot's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas

**D. VACATION**

The Principal will be eligible for 25 days of paid vacation. Although vacation time may be scheduled prior to being accrued, vacation time is earned monthly and must be taken in the same fiscal year it is accrued. It cannot be carried over from one fiscal year to another. Should the Principal leave during the year any due vacation time shall be pro-rated accordingly in that he will be entitled to receive paid vacation only for each month that he has earned time. Any unused vacation may be carried over from one year to the next only at the discretion of the Superintendent. Requests to use vacation time when school is in session is subject to the discretion of the Superintendent.

**VII. SICK LEAVE**

The Principal shall be entitled to 16 days of paid sick leave per year. Unused sick leave may accumulate from contract year to contract year up to a maximum of 244 days. In the event accrued but unused sick time remains at the conclusion of this Contract, the Principal shall not be entitled to redeem any earned and accumulated unused sick leave, but said unused leave shall be forfeited.

**VIII. MEDICAL EXAMINATION**

Pursuant to an appropriate vote by the School Committee in Executive Session, the Superintendent may be authorized to require the Principal to be examined at the Committee's expense by a medical authority of the Committee's choosing if, in the judgment of the Committee or Superintendent, the Principal appears to be physically or mentally incompetent to perform their duties.

**IX. PERSONAL LEAVE**

- A.** The Superintendent may grant short-term leaves of absence that may require the Principal to be absent from service during the school year. The purpose of such leave is to conduct urgent personal business that cannot be conducted during other than school times and may include: religious observances, legal matters, medical matters, etc. Such leave requests will be premised upon full disclosure by the

Principal, subject to the approval of the Superintendent. Such leave will not be unreasonably denied. Leave requests will not be approved for recreational or leisure purposes. Unless extraordinary circumstances require, personal leave days are not to be used to extend holiday or weekend periods.

**B. BEREAVEMENT LEAVE**

In the case of death in the immediate family of the Principal, he may be absent to attend funeral or memorial services for five (5) calendar days commencing with the day after the death. Immediate family shall include father, mother, sister, brother, wife, husband, children, mother-in-law, brother-in-law, sister-in-law, grandparents, relative or other person living in the same home as the employee. One (1) day or more may be allowed, at the discretion of the Superintendent, for any members of the family or for a close friend to attend funeral or memorial services.

Released time to attend funeral services for a co-worker will be provided at the discretion of the immediate supervisor with the approval of the Superintendent.

**C. JURY DUTY**

If required to perform jury duty, the Principal shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement and the Principal's regular salary.

**X. LEAVES OF ABSENCE WITHOUT PAY**

- A.** Military leave without pay shall be granted to the Principal provided the Principal is recalled, inducted or enlists in any branch of the armed forces of the United States. On return from such leave, the Principal shall be entitled to reinstatement in their former position or equivalent thereof.
- B.** The Principal may be granted a leave of absence without pay for up to one year for the purpose of caring for a sick member of their family where the Principal's personal attention is required.
- C.** The Principal shall be granted paternity leave consistent with the terms and provisions available to regularly employed teachers in the Franklin Public School System.

**XI. PROFESSIONAL DEVELOPMENT**

The sum of up to \$ [REDACTED] is available to underwrite the cost of individual professional development activities including: workshops, seminars, graduate level coursework, etc. Prior approval of the Superintendent will be required in order to qualify for this reimbursement and any additional monies beyond \$ [REDACTED].

## **XII. FRINGE BENEFITS**

The Principal will be eligible to receive all benefits as listed.

### **A. State Retirement Association**

The Principal shall be a member of the Teachers' Retirement System as required by Mass. General Laws, Chapter 32, Section 2.

### **B. Health Life Dental Insurance**

The Principal shall be entitled to participate in the health, life and dental insurance plans that are offered by and through the Town of Franklin as available to municipal employees.

### **C. Tax Sheltered Annuity Plan**

The Principal shall have the right to enroll in the sheltered annuity programs that are available to Town/School employees.

### **D. Disability Insurance**

The Principal shall have the right to enroll in any long or short-term disability plans currently available to Town/School employees.

## **XIII. PERFORMANCE REVIEW**

The Principal's performance as a Principal in the Franklin Public School System shall be subject to a yearly performance evaluation. The Principal and the Superintendent shall prepare annual performance goals, the achievement of which shall be considered in the overall performance evaluation. The Superintendent, or their designee, shall evaluate the performance of the Principal, in writing, each year during the term of this Agreement. Continued employment under this contract shall be subject to said performance evaluation. Inadequate performance shall be grounds for termination of this Agreement.

## **XIV. DISMISSAL, DEMOTION, OR SUSPENSION**

As a Principal who has been employed by the Franklin Public School System for less than three consecutive years, the Principal is not entitled to the "good cause" protections of M.G.L. Chapter 71, Section 41 and may be suspended, demoted or dismissed during the term of this Agreement with or without cause, in accordance with the applicable provisions of M.G. L., Chapter 71, Sections 41 and 42D.

Principals who have been employed by the Franklin Public School System for more than three consecutive years may be suspended, demoted or dismissed for good cause during the term of this Agreement in accordance with the provisions of M.G.L., Chapter 71, Sections 41 and 42d.

Nothing contained herein shall affect the right of the Superintendent to choose not to renew this Contract of Employment.

Nothing contained herein shall affect the right of the superintendent to lay off the Principal pursuant to a reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.

#### **XV. LICENSURE**

The Principal shall furnish to the Superintendent, and maintain throughout the term of this contract, a valid and appropriate licensure qualifying him/her to act as a Principal in the Commonwealth of Massachusetts.

#### **XVI. ASSOCIATIONS /MEMBERSHIPS**

The Principal will be reimbursed the cost of an annual individual membership in one national and one state association that is related to the Principal's position and duties.

#### **XVII. RESIGNATION**

In the event the Principal desires to terminate this agreement in order to accept another position or to retire, the Principal is required to provide 90 calendar days notification before leaving the position.

#### **XVIII. STATE ETHICS LAWS**

The Principal is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

#### **XIX. CORI CHECK AND FINGERPRINT-BASED CRIMINAL RECORD CHECK**

The Principal shall remain subject to a so-called CORI check with the Massachusetts Criminal History Systems Board as well as a Fingerprint-based Criminal Record Check consistent with District policy and applicable state law. To the extent that the Superintendent becomes aware of any information revealed by the CORI check or Fingerprint-based Criminal Record Check, which in her sole discretion, renders the Principal unqualified or otherwise unfit for the position of Principal, then this contract shall become null and void with no further obligations or recourse to the Parties.

**XX. ENTIRE AGREEMENT**

This contract embodies the whole agreement between the School District and the Principal of the Remington Middle School and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement supersedes all prior Agreements between the parties. This Agreement may not be changed except by agreement in writing signed by all parties.

**XXI. INVALIDITY**

If any paragraph, part of or rider 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.

In Witness whereof, the Parties have hereunto signed and sealed this Agreement and duplicate thereof this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
[Redacted], Superintendent of Schools  
Franklin School District

\_\_\_\_\_  
[Redacted], Principal  
Remington Middle School  
Franklin School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date