

CONTRACT

Principal Littleton Middle School

**July 1, 2020
to
June 30, 2023**

LITTLETON PUBLIC SCHOOLS
Littleton, Massachusetts

SCHOOL PRINCIPAL CONTRACT

This AGREEMENT made as of _____ by and between the Littleton School Committee hereinafter referred to as the “Committee”, and _____, hereinafter referred to as the “Principal”.

WHEREAS, the Committee desires to provide the Principal with a written employment contract in order to enhance administrative stability and continuity within the schools and whereas the Committee and the Principal believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their respective governance and administrative functions.

NOW, THEREFORE, the Committee and Principal for the considerations herein specified, agree as follows:

1. TERM – The term of employment is from July 1, 2020 – June 30, 2023
2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE PRINCIPAL:

CERTIFICATION

- A. The Principal shall be certified with appropriate certification as issued by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws Chapter 71, Section 38G, during the term of this contract.

3. DUTIES

- A. The Principal shall be the educational administrator and manager of his building and shall supervise the operation and management of his/her school and school property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the school department personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of the Educational Reform Act of 1993.

The Principal shall also serve as the Building Equity Coordinator. In that capacity, the Principal shall oversee the building Equity Policies and Procedures prohibiting discrimination and harassment and his/her duties shall include the investigation of any and all Complaints that may be brought against employees or students of the Littleton Public Schools pursuant to said Policies and Procedures, interviewing the Complainant and any pertinent witnesses to the incident(s) in question, meeting with all involved parties and adjudicating said Complaint.

4. COMPENSATION

A. The annual salary of the Principal will be \$112,000.

B. PROFESSIONAL GROWTH of the Principal

The Committee encourages the continuing professional growth of the Principal through his participation, as he might decide in light of his/her responsibilities as Principal, in:

1. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and School Committee associations;
2. seminars and courses offered by public or private education institutions; and
3. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Principal to perform his/her professional responsibilities for the Littleton Public Schools.
4. The monetary allotment shall be allowed for professional development as specified:
 - a. Professional Educational Memberships and Attendance and participation Educational Workshops & Seminars (all expenses included) \$600.
 - b. Appropriate Graduate Education Courses shall be reimbursed up to \$2,000.

All of the above will be subject to the approval of the Superintendent and dependent upon budget availability.

5. VACATION AND BENEFITS

- A. Sick Days – The Principal shall be entitled to 20 days per year of sick leave with full pay in each school year for the duration of the contract. Up to three (3) three of these days may be used for acute illness in the Principal’s immediate family. The Principal will carry over accumulated sick days from the previous year. Sick days shall accrue from year to year and unused balances may be carried over into subsequent years to a maximum total of 300 available days.
- B. Personal Days – the Principal will be allowed four (4) personal days per year. Any unused personal days at the end of each year shall be added to his/her sick leave.
- C. Temporary Leave of Absence – Time necessary for appearances in any legal proceeding connected with the Principal’s employment will be granted without loss of pay.

The Principal is allowed, in instances of death in his/her immediate family, up to three (3) days without loss of pay in any school year.

Up to two (2) additional days shall be granted upon request and with prior approval of the Superintendent for travel, urgent family need, or any extenuating circumstances.

Any other reasons as approved by the Superintendent shall be granted.

- D. Personal Injury Benefits – Whenever the Principal is absent from his/her employment as a result of personal injury caused by an accident or assault and battery occurring in the course of his/her employment, he/she will be paid his full salary (less the amount of workmen’s compensation award made for temporary disability due to said injury) for the period of such absence, with no loss of accumulated sick leave. When workmen’s compensation benefits are exhausted, unused sick leave will take effect. The Principal will be reimbursed for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- E. Insurance – The School Committee shall provide indemnification to the Principal to the extent required by Chapter 358 of the General Laws of the Commonwealth of Massachusetts. The Principal will be eligible for health, life, and other insurances as provided by the Town at the same rate provided to other Town employees.

- F. Vacation - The Principal shall receive a paid vacation of twenty-five (25) working days to be used during the calendar year, exclusive of legal holidays. Said vacation dates shall accrue monthly and may be used at any time during each contact year at the discretion of the Principal; with proper notification to the Superintendent, provided the Principal's absence shall not interfere with the orderly operation of the school. Said vacation should be used within the fiscal year in which it was earned; however, the Principal may carryover 5 unused days at the end of a fiscal year for a maximum of 30 days at the beginning of any one fiscal year. Upon departure from the system the Principal will be paid for unused vacation days (not to exceed 30 workdays) at his/her current per diem rate.

6. PROFESSIONAL LIABILITY

- A. The Committee agrees that it shall defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Principal in his/her individual capacity, or in his/her official capacity as agent and employee of the Committee, provided the incident arose while the Principal was acting within the scope of his employment and excluding criminal litigation and if such liability coverage is within the authority of the School Committee to provide under State Law. Except that, in no case, will individual board members be considered personally liable for indemnifying the Principal against such demands, claims, suits, actions and legal proceedings.

7. GOALS AND OBJECTIVES

During each year of this contract, before the start of the new school year, the parties will meet to review goals and objectives for the current year and to establish goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Principal is evaluated.

8. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Principal as per the guidelines forth in the State Educator Evaluation protocols. This evaluation and assessment shall be reasonably related to the position description of Principal and the goals and objectives of the Littleton Public Schools for the year in question. Principal shall be responsible for scheduling the evaluation.

A. Evaluation Procedures

1. Copies of Evaluations

- a. The Superintendent shall sign all copies of each written evaluation including the copy to be placed in the Principal's personnel file.
- b. The Principal shall be given a duplicate copy of each written evaluation signed by the Superintendent at least one (1) day prior to the conference with the Superintendent to discuss the evaluation.
- c. No written evaluation may become part of the Principal's personnel file without the Principal's opportunity for signature attesting to the fact that the contents of the evaluation are known to him/her. The Principal's signature does not necessarily indicate agreement with the contents of the evaluation.
- d. The Principal shall have the right, upon written request one (1) day in advance, to review contents of his personnel file and be able to make a copy of his/her evaluation or any other documents contained therein.

B. Right of the Principal to Response

- a. The Superintendent and the Principal shall arrange a conference at a mutually convenient time for the purpose of discussing the evaluation. This conference shall be held between two (2) and seven (7) workdays after the copy of the written evaluation is received by the Principal.
- b. At the conference, the Principal shall have the right to have his/her response to the evaluation read and attached in written form to the evaluation report.

9. REDUCTION IN FORCE

If the Principal is rifted or volunteers to return to a classroom position for which he is qualified, he/she shall be notified of any openings.

10. TERMINATION OF THIS CONTRACT

This employment contract may be terminated by:

- A. Mutual Agreement of the Parties,
- B. Retirement of the Principal,
- C. Disability of the Principal,
 - 1. If the Principal becomes disabled during any school year he/she shall remain on salary, not to exceed a period of time up to the end of the school year in which he/she became disabled or until such time as he/she will have exhausted all accrued sick leave and other benefits as may be available to him/her. The Committee shall have no obligation to pay any salary to the Principal thereafter until he returns to work. If, after his accrued sick leave and other benefits are exhausted, or at the end of the school year, the Principal is unable to work for an additional, consecutive, 90 working days, the Committee may grant a leave of absence at its discretion or terminate the contract with no further obligations on its part.
 - 2. The School District shall have the right to require the Principal to take a medical examination, at Committee expense, in the event of his/her being unable to perform his/her duties for thirty consecutive workdays. If, in the opinion of a medical doctor, mutually acceptable to both parties, the Principal will be unable to perform the duties of his/her job for at least twelve months, the Superintendent shall have the right to terminate the contract when such opinion is received by the Superintendent. In the event of such termination the Committee shall pay the Principal for all vacation time to which the Principal is entitled under this contract, but not to exceed any days beyond the school year in which he/she became disabled. The Superintendent shall be entitled to hire a new Principal at any time after the contract is terminated under this paragraph.
 - 3. In the event the Principal becomes disabled and files for disability, he/she shall remain on unpaid leave of absence with the School Department until a final disability decision is reached by the Massachusetts Retirement Board and until reasonable time passes between that decision and application for regular retirement benefits.

4. Disability shall be defined as any medical condition which prevents the Principal from performing the duties of his/her job for more than thirty consecutive workdays.

D. Discharge for Cause

If the Superintendent decides to discharge the Principal for good cause during the term of his contract, it shall comply with the provisions of Massachusetts General Laws, Chapter 71, Section 42.

E. Termination with Principal's Concurrence

The Superintendent may propose to terminate this employment contract upon 60 days written notice to Principal. If the Principal concurs in writing with this decision, the school department shall pay to the Principal, as severance pay, all aggregate salary he/she would have earned under this employment contract from the actual date of termination to the last day of school during that school year.

The Principal can propose to terminate this employment contract upon sixty (60) days written notice to the School Committee or at a mutually acceptable term of time date prior to a sixty (60) day period.

F. Death of the Principal

This contract shall terminate on the death of the Principal. No compensation shall accrue after the date of death.

11. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this ____ day in _____ in the year 2020.

TOWN OF LITTLETON

By: _____
Superintendent of Schools Date

Principal Date