

WALPOLE PUBLIC SCHOOLS
Walpole, Massachusetts

PRINCIPAL'S CONTRACT

This AGREEMENT made as of June, 2021 by and between the Walpole School Committee, hereinafter referred to as the "Committee", the Superintendent of Schools, hereinafter referred to as "Superintendent", and [REDACTED], hereinafter referred to as the "Principal".

WHEREAS, the Committee and the Superintendent desire to provide the Principal with a written employment contract in order to enhance administrative stability and continuity within the schools and whereas the Committee, the Superintendent 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, the Superintendent and the Principal for the considerations herein specified, agree as follows:

1. TERM - The term of employment is from **July 1, 2021 through June 30, 2024**.
2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE PRINCIPAL
 - A. LICENSURE: Principal shall hold a valid license to act as Principal, issued by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws Chapter 71, Section 38G, during the term of this contract.
 - B. DUTIES: Principal shall be the educational administrator and manager of his building and shall supervise the operation and management of his 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.
3. PROFESSIONAL GROWTH OF THE PRINCIPAL

The Committee and the Superintendent encourage the continuing professional growth of the Principal through his participation, as he might decide in light of his responsibilities as Principal, in:

- A. Programs and other activities conducted or sponsored by local, regional, state and national school leader professional development providers:
- B. Seminars and courses offered by public or private education institutions; and

- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Principal to perform his professional responsibilities.

The monetary allotment shall be allowed for professional development as specified or mutually agreed upon with Superintendent:

- 1) Professional Educational Memberships and Attendance and participation in Educational Workshops & Seminars (All expenses included) **\$2,100**
- 2) Appropriate Continuing Education (on the graduate level). All courses, upon approval of the Superintendent, shall be reimbursed at the rate of **50%** of the graduate tuitions and expenses.

All of the above will be subject to the approval of the Superintendent.

4. COMPENSATION

- A. The annual salary of the Principal will be **\$156,348**, effective July 1, 2021 and to be negotiated for July 1, 2022 and July 1, 2023. At no time during the life of this agreement, or any extension hereof, shall the Principal's salary be reduced.
- B. Payment for mileage and other miscellaneous expenses will be at the rate of **\$200.00** per month.
- C. Payment for use of mobile phone will be at a rate of **\$50.00** per month.

5. VACATION AND BENEFITS

- A. Work Year - The Principal's work year shall consist of 261 days.
- B. Vacation - The Principal shall receive 25 days of paid vacation to be taken with the approval of the Superintendent of Schools.
- C. Up to five (5) vacation days may carry forward. Any additional unused vacation days shall be deemed waived.
- D. Holidays – The Principal will be paid for legal standard holidays.
- E. Sick Days - The Principal shall be entitled to 15 days per year of sick leave with full pay in each school year with unlimited accumulation.
- F. Sick Leave Buy Back - The School Committee shall buy back the Principal's accumulated sick leave upon death or retirement from the system; however, in no event will the School Committee be required to buy back more than ten (10) percent of his sick leave, up to a maximum of 10 days salary at the rate of 1/261 of his annual salary.
- G. Personal Days - The Principal will be allowed three (3) personal days per year. Any unused personal days at the end of each year shall be added to his sick leave.

- H. 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.
- I. The Principal is allowed, in instances of death in his immediate family, up to three (3) days without loss of pay in any school year.
- J. For acute illness in the Principal's family, the Principal may be allowed a total of three (3) days without loss of pay in any school year.
- K. 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.
- L. Any other reasons as approved by the Superintendent shall be granted.
- M. 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.
- N. Insurance - The Town will pay seventy percent (70%) and the Principal will pay thirty percent (30%) of the Town Insurance Premiums.
- O. The Principal shall be eligible to participate in a "tax sheltered" annuity plan established in accordance with Chapter 71, Section 37B, of the General Laws of Massachusetts.
- P. The Principal shall be eligible for the "Flexible Spending Medical Program" (i.e. "Section 125" plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan "DCAP" and Medical Care Account Plan "MEDCAP"). The Employer shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. The program shall permit MEDCAP claims incurred during a 60-day grace period beyond the year to be reimbursed.

6. PROFESSIONAL LIABILITY

- A. The Committee agrees that it shall defend, hold harmless, and indemnify Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Principal in his individual capacity, or in his official capacity as agent and employee of the Committee, provided the incident arose while Principal was acting within the scope of his employment and excluding criminal litigation and as 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 Principal against such demands, claims, suits, actions and legal proceedings.

7. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of Principal of Schools, the Committee may, at its expense, provide to the Principal:

- A. A complete medical examination of the Principal not less than once every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Principal. The Committee shall be advised in writing by the physician of the continued physical fitness of the Principal to perform his duties, upon request of the Committee, and such report shall be confidential.

8. 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.

9. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Principal annually. This evaluation and assessment shall be reasonably related to the position description of Principal and the goals and objectives of the Walpole Public Schools for the year in question.

The Principal shall have the right to have his response to the evaluation read and attached in written form to the evaluation report.

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 shall remain on salary, not to exceed a period of time up to the end of the school year in which he became disabled or until such time as he will have exhausted all accrued sick leave and other benefits as may be available to him. 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 being unable to perform his duties for thirty consecutive work days. If, in the opinion of a medical doctor, mutually acceptable to both parties, the Principal will be unable to perform the duties of his 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 unused sick pay and other benefits to which the Principal is entitled under this contract, but not to exceed any days beyond the school year in which he 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 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 job for more than thirty consecutive work days.

D. Discharge for Cause

If the Superintendent decides to discharge the Principal for good cause during the term of his contract, Superintendent 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 30 days written notice to Principal. The school department shall pay to the Principal all accrued unused vacation days.

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.

12. LONGEVITY

Principal will receive a longevity differential as per Teacher contract Article V, Section E.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this ____ day of June, 2021.

By: _____
[REDACTED]
Principal
Walpole Public Schools

By: _____
[REDACTED]
Superintendent of Schools
Walpole Public Schools