

**WESTPORT COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT FOR
Principal**

THIS AGREEMENT, made and entered into this _____ day of March 2021 by and between the **WESTPORT COMMUNITY SCHOOLS** (hereinafter referred to as the “**District**”), Westport, Massachusetts, acting by and through its Superintendent, who acts hereunder in his official capacity only and without any personal liability to himself, and (hereinafter referred to as “the Principal” or “”), of MA.

WITNESSETH:

WHEREAS, the Westport Community Schools is authorized by Massachusetts General Laws Chapter 71, §41 to award a contract to a School Principal; and,

WHEREAS, it is the desire of the District to describe and define the duties, benefits, and terms and conditions of employment for such position; and,

WHEREAS, the District desires to employ the service of said _____ as Principal of School; and,

WHEREAS, _____ represents that she is qualified and capable of performing the duties and responsibilities of such position; and.

WHEREAS, said _____ desires to serve in full time employment as the Principal of the School and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

SECTION 1: EMPLOYMENT

The District hereby employs _____ as Principal of the _____ School and hereby accepts employment on the following terms and conditions:

SECTION 2: TERM

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall commence on July 1, 2021 and end on June 30, 2024, unless sooner terminated in accordance with the provisions hereof.

SECTION 3: DUTIES AND RESPONSIBILITIES

shall, under the direction of the Superintendent, be an educational administrator of her school, and shall supervise the operation and management of her school and school property, subject to the supervision and direction of the Superintendent, or his/her designee.

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 but not limitation, M.G.L. Chapter 71, as amended by the Education Reform Act of 1993; and
- B. the regulations of applicable state agencies; and
- C. the policies of the Westport School Committee; and
- D. the directives of the Superintendent of Schools or their designee(s); and
- E. the provisions of this Agreement.

SECTION 4: CERTIFICATION/LICENSURE

shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate/license qualifying her to act as Principal of the School, as required by Massachusetts General Laws chapter 71, section 38G and applicable rules and regulations of the Massachusetts Department of Education.

SECTION 5: COMPENSATION

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of the Principal of the School as provided by law and herein, the District agrees to pay at the following annual rate of pay:

1. Effective July 1, 2021, an annual salary of . For purposes of this Agreement, the contract year shall be the period commencing July 1 and ending June 30.
2. Effective July 1, 2022, 's annual salary shall be increased to .
3. Effective July 1, 2023, 's annual salary shall be increased to .

's salary shall be paid in periodic installments in accordance with the policy of the Committee governing payment of other professional staff members, subject to such

deductions for income taxes, retirement and other withholdings, as are authorized by the Parties or required by law.

's per diem rate shall be calculated at a rate of 1/215th of her then current salary, as set forth above.

SECTION 6: WORK YEAR/HOURS OF WORK

The Principal shall work 215 days, which shall consist of the student school year and such other days as are determined by the Superintendent. During said work year, shall devote that amount of time and energy which is reasonably necessary for her to faithfully perform the duties of her position.

The Principal shall work the number of hours necessary to perform all the duties and responsibilities of this position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Principal may have to expend additional time beyond the normal work day and she agrees to do the same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Principal shall attend evening, emergency or such other meetings or conferences as requested by the School Committee or the Superintendent including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

SECTION 7: FRINGE BENEFITS

shall be entitled to the following benefits:

A. Sick Leave

shall be entitled to earn sick leave at the rate of one and one half (1.5) days for each month of service, up to a maximum of 18 days. Sick time may be carried over from year to year up to a maximum of two hundred (200) days. The Superintendent may require verification of any illness exceeding five (5) continuous working days by a physician of his/her choice. Upon the termination of this Agreement there shall be no compensation paid by the District for accrued, but unused sick time.

B. Bereavement Leave:

shall be allowed up to four (4) weekdays for a death in the immediate family during any school year. This allowance is not cumulative. It is not charged to sick leave. Immediate

family means: life partner, children, father, mother, mother-in-law, father-in-law, sister, brother, grandparents, grandchild, or any other member of the same household. For other relatives, the leave would be restricted to up to one (1) day. For such leave without loss of pay, advance notice must be given the Superintendent.

C. Annual Leave:

Three (3) days of annual leave may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written requests to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused annual leave may not be accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year, and shall have no cash redemption value.

D. Religious Holidays

The Principal shall be granted a leave of absence, without loss of pay, for the observance of religious holidays up to a maximum of two (2) days in a contract year, subject to the condition that the Principal is required to observe the day as a holiday as a tenet of her religion.

E. Insurance:

is eligible to participate in the same health and other insurance benefits offered to other employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. The District, on behalf of the Town of Westport, reserves the right to change insurance benefits, including the provider, plan design and/or premium contribution rates during the term of this Agreement. agrees to accept any such changes which are made by the Town of Westport.

F. Annuities and Direct Deposits

The Principal is entitled to participate in the purchase of annuities, direct deposits to banks and credit unions, or other deductions in accordance with the payroll practices of the school district.

G. Family Medical Leave Act

The Principal shall be entitled to such leave as is available under the Family Medical Leave Act, provided that any leave granted under this Agreement shall be included in calculating the amount of leave under the Act. For purposes of calculating a "year" under the FMLA, the parties agree to use the "fiscal year" method.

H. Parental Leave: Parental Leave, Non-birth Parental Leave, Child-Rearing Leave

(1) Upon receipt of at least two (2) weeks' of the Principal's anticipated departure date and intended date of return, the Superintendent shall grant a parental leave of absence for up to eight (8) weeks in accordance with the provisions of Massachusetts General Law Chapter 149, Section 105D. FMLA leave shall run concurrent with parental leave. Except to the extent of sick leave as set forth below, said leave will be without pay. A Principal who is pregnant and is physically unable to work due to disability connected to pregnancy or child-birth may use accumulated sick leave to cover those days she is disabled and unable to work. The Principal shall submit medical evidence to the Superintendent verifying the disability.

(2) Non-birth parents: Non-birth parents shall be eligible to use up to two (2) weeks sick leave during a parental leave, provided that the two weeks must be taken consecutively and it must be taken within the eight (8) week parental leave period. FMLA shall run concurrent with parental leave.

(3) A Principal who has been employed at least three (3) consecutive months as a full-time employee at the start of parental leave may extend her parental leave for a period not exceeding twelve (12) months for the purpose of child rearing leave. Any child-rearing leave will be unpaid. The Principal will provide the Superintendent with at least two (2) weeks' written notice of her anticipated departure date and date of return and shall be restored to her previous, or a similar position as of the date of the leave. Return to work shall occur effective either on the first or the ninety-first day of school, or on a date mutually agreed upon by the Superintendent, or her or her designee, and the Principal. Failure to return on the date indicated shall be considered a resignation effective the expected date of return. FMLA shall run concurrent with child-rearing leave.

(4) The Principal who adopts a child shall be eligible to use up to two (2) weeks' accrued sick leave during a parental leave, provided that the two weeks must be taken consecutively and it must be consistent with the time requirements for adoption leave under Massachusetts General Law 149, Section 105D.

I. Contributory Retirement Plan:

will be a member of the Teachers' Contributory Retirement System as required by M.G.L. c. 32, §2.

J. Professional Membership

The Committee shall assume the cost for one (1) state memberships. In addition, will be eligible to attend one state conference, with prior approval from the Superintendent and/or his designee, pending available funding.

K. Course Reimbursement

shall be reimbursed for 50% of the tuition and fees of pre-approved coursework (up to a maximum of \$1,000) at the graduate level as part of an approved program and any other coursework with pre-approval from the Superintendent.

SECTION 8: OTHER ACTIVITIES

may engage in speaking, writing, lecturing, consultative work or academic teaching assignments for which outside speaking is received; provided, however, that such activities do not in any manner interfere with the performance of her duties under this Agreement, violate any of the provisions of Massachusetts General Law Chapter 268A, or give the appearance of a conflict of interest. shall provide prior notice to the Superintendent before engaging in any such activity.

SECTION 9: EVALUATION

The Principal shall be evaluated by the Superintendent on an annual basis consistent with the purposes in 603 CMR 35.01(2) using the Massachusetts Model System for Evaluation for Administrators, including but not limited to the DESE Model contract language and rubric for School Level Administrators. Continued employment under this Agreement shall be subject to said performance evaluation. Inadequate performance can be grounds for termination of this Agreement.

Nothing contained herein shall limit the Committee, Superintendent and/or their designee(s) from discussing and/or reviewing the Principal's performance at any time during the term of this Agreement. Failure of the Superintendent for any reason to evaluate the Principal shall not be considered a material breach of this Contract.

SECTION 10: TERMINATION OF CONTRACT BY Principal

In the event that desires to terminate this contract before the term of service shall have expired, she may do so by giving at least sixty (60) calendar days' notice of her intention to the Superintendent. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

SECTION 11: DISMISSAL, DEMOTION OR SUSPENSION BY THE SCHOOL DISTRICT

The agreement, and 's employment as Principal, may be terminated prior to the expiration date without further financial obligation on the part of the District, consistent with the procedural requirements set forth in Massachusetts General Law Chapter 71, Section 41. Further, may be demoted or suspended without further financial obligation on the part of the District in accordance with the applicable provisions of MGL Chapter 71.

SECTION 12: NON-RENEWAL OF CONTRACT

The District retains the exclusive right to non-renew at the conclusion of each of 's first three (3) years of employment with the District (i.e., on or before June 30th of each year), without recourse. will be given notice if it is the intent of the District to not renew her by April 30th of each of her first three (3) years.

SECTION 13: NOTIFICATION FOR SUCCESSOR AGREEMENT/NON-RENEWAL

Failure of the Superintendent to notify of the non-renewal of this Contract by April 30th shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to , this Contract will automatically terminate on June 30, 2024.

SECTION 14: INDEMNIFICATION

The District agrees to provide indemnification and legal defense of in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, shall cooperate with the District, its attorneys and agents in all matters relating to said claim.

SECTION 15: WARRANTY OF CREDENTIALS

warrants the validity of the credentials and experience represented to the Superintendent in pursuit of this position, and any material misrepresentations made therein shall constitute grounds for the immediate dismissal of and the termination of this Agreement.

SECTION 16: STATE ETHICS LAWS

is expected to familiarize herself 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 Agreement and in connection with the performance of her job duties and responsibilities.

SECTION 17: CORI AND FINGERPRINT BACKGROUND CHECK

shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders unqualified or otherwise unfit for the position of Principal, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

SECTION 18: SALARY DEDUCTIONS

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the and agreed upon by the parties or required by law.

SECTION 19: PRO-RATING

All compensation and benefits herein shall be pro-rated for less than a full contract year's service. For purposes of this Agreement, the term "Contract Year" shall be defined as the period commencing July 1 and ending June 30.

SECTION 20: ENTIRE AGREEMENT

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

SECTION 21: INVALIDITY

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

SECTION 22: LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SECTION 23: COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

WESTPORT COMMUNITY SCHOOLS

By: _____

Superintendent of Schools

An appropriation is available to cover compensation to be due from the Committee under the terms of the Agreement.

Business Office Administrator

Date

