### WESTWOOD PUBLIC SCHOOLS

Westwood, Massachusetts

## CONTRACT FOR EMPLOYMENT

between the

# WESTWOOD PUBLIC SCHOOLS

and

[NAME]

# CONTRACT OF EMPLOYMENT BETWEEN THE WESTWOOD PUBLIC SCHOOLS AND [NAME]

THIS AGREEMENT is made this \_\_\_\_th day of June, 2020, between the Westwood Public Schools, hereinafter referred to as the "District", and [NAME], hereinafter referred to as the "[SCHOOL] Principal".

### 1. EMPLOYMENT:

The District hereby employs [NAME] as the [SCHOOL] Principal for the Westwood Public Schools and [HE/SHE] hereby accepts employment as the [SCHOOL] Principal for the Westwood Public Schools, subject to the terms and conditions hereinafter provided.

### 2. TERM:

- a. This Agreement shall commence July 1, 2020 and shall end June 30, 2023.
- **b.** Negotiations for a successor agreement shall ordinarily commence in March after written notice by either party of their desire to commence such negotiations. The District and the [SCHOOL] Principal, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.
- **c.** Anything contained herein to the contrary notwithstanding, this Agreement shall automatically renew for an additional one-year period if the Superintendent does not notify the [SCHOOL] Principal of the proposed non-renewal of the contract at least 60 days prior to its expiration date.

### 3. **COMPENSATION:**

The District agrees to pay the [SCHOOL] Principal, in consideration of the faithful, diligent and competent performance of [HIS/HER] duties and responsibilities as provided herein, the job description attached hereto, and the statutes and regulations of the Commonwealth, at an annual rate of pay of \$139,000 for the period of July 1, 2020 to June 30, 2021. The annual salary for the second and third year shall be adjusted after completion of an annual evaluation by the Superintendent.

### 4. **EVALUATION:**

The Superintendent shall evaluate the performance of the [SCHOOL] Principal in accordance with the following: 1) the statutes of the Commonwealth including without limitation, M.G.L. Chapter 71; 2) the job description attached hereto (Attachment A); 3) the policies of the School Committee; 4) the [SCHOOL] Principal's individual goals as established by the [SCHOOL] Principal and/or the Superintendent and/or her designee; and 5) directives of the Superintendent of Schools or her designee. An effort will be made to reach mutual agreement on the annual goals.

The Superintendent shall evaluate the performance of the [SCHOOL] Principal, in writing, annually. The Superintendent and [SCHOOL] Principal will meet prior to October 15th to establish annual goals. They will meet in mid-year, not later than March 15th, to assess performance, including progress made on the annual goals. The end-of-the-year evaluation shall be completed before June 30th. The Superintendent shall meet with the [SCHOOL] Principal prior to the completion of the end-of-the-year evaluation.

The [SCHOOL] Principal shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response thereto.

It is agreed that the report format currently used in the evaluation process has been designed to articulate in a clear and concise manner the goals, objectives and standards by which the [SCHOOL] Principal will be evaluated. If another instrument is adopted, it shall be designed for the same purpose. The Superintendent reserves the right to change the evaluation instrument/s. In the event of any such change/s, a copy of the new instrument/s will be given to the [SCHOOL] Principal.

The [SCHOOL] Principal has the right, upon request, to review the contents of [HIS/HER] personnel file.

No material derogatory to a [SCHOOL] Principal's conduct, service, character or personality will be placed in [HIS/HER] personnel file unless the [SCHOOL] Principal has had an opportunity to review the material by affixing [HIS/HER] signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The [SCHOOL] Principal will also have the right to submit a written answer to such material and [HIS/HER] answer shall be reviewed by the Superintendent and attached to the file copy.

### 5. DUTIES AND RESPONSIBILITIES:

Subject to the supervision and direction of the Superintendent, the [SCHOOL] Principal shall diligently, faithfully and competently perform the duties and responsibilities

imposed upon or required of the [SCHOOL] Principal under:

- **a.** The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71; and
- b. The District job description for principal; and
- c. The policies of the School Committee; and
- **d.** The [SCHOOL] Principal's individual goals as established by the [SCHOOL] Principal and/or the Superintendent and/or her designee; and
- e. Directives of the Superintendent of Schools or her designee.

### 6. WORK DAY - WORK YEAR

- **a.** Work Day: The [SCHOOL] Principal recognizes that the proper performance of [HIS/HER] duties and responsibilities will require the [SCHOOL] Principal to work longer than the school day and that [HIS/HER] duties and responsibilities are not confined to prescribed hours.
- **b.** Work Year: The [SCHOOL] Principal's work year is twelve months.

# 7. ANNUAL VACATION, HOLIDAY, SICK LEAVE AND OTHER LEAVES OF ABSENCE

- a. The [SCHOOL] Principal shall receive twenty-five (25) working days per fiscal year (July 1 June 30) as annual paid vacation, exclusive of legal holidays. The [SCHOOL] Principal may allow up to ten of these days to accumulate to next year's allocation, provided that at no point may the [SCHOOL] Principal's total vacation entitlement for a year, including accumulation, exceed thirty-five (35) days. The [SCHOOL] Principal may also, in addition to [HIS/HER] carryover, receive up to ten (10) days pay for unused vacation time at the end of the fiscal year.
- **b.** Holidays The [SCHOOL] Principal shall not be required to work on the following holidays:

New Year's Day Martin Luther King's Birthday President's Day

Independence Day Labor Day Columbus Day Rosh Hashanah\* Good Friday
Yom Kippur\* Patriot's Day
Veteran's Day Memorial Day
Thanksgiving Day Christmas Day

- **c.** Sick Leave: The [SCHOOL] Principal shall be credited with fifteen (15) sick days annually. Unused sick leave may be accumulated without limit.
- d. Personal Leave: The [SCHOOL] Principal will be allowed, on a non-cumulative basis, three (3) days of paid personal leave per contract year. Requests for such leave must be made in writing to the Superintendent, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave shall be allowed only when approved by the Superintendent.
- **e.** Bereavement: The [SCHOOL] Principal will be allowed leave with pay up to four (4) days a year in the event of death or serious illness in the immediate family.
- **f.** Parental Leave: Upon appropriate notice, the [SCHOOL] Principal, if eligible under the Massachusetts Parental Leave Act (MPLA) and/or Family and Medical Leave Act (FMLA), shall be granted an unpaid leave of absence for any purpose related to the actual or prospective rearing of a newly born or newly adopted child, in accordance with the provision of the law(s).

### 8. DISMISSAL, DEMOTION, OR SUSPENSION:

The Superintendent may dismiss, suspend, demote, or otherwise discipline the Principal for good cause. As used herein, "good cause" shall mean any breach of this contract, or any ground(s) put forth by the Superintendent that are not arbitrary, irrational, in bad faith, or irrelevant to the Superintendent's sound operation of the school district. In the event the Superintendent intends to dismiss, and thus terminate this contract prior to its expiration date, the Superintendent shall notify the Principal of the reasons therefore and, upon request, shall provide the Principal with an opportunity to meet with the Superintendent to provide information relevant to this decision. In the event this contract is terminated, the District will only be obligated to pay the Principal a pro-rata share of salary and vacation days through the date of termination. Any other financial and other contractual obligations shall cease, unless otherwise required by law.

<sup>\*</sup>Provided the holiday falls on a weekday and is designated as a non-school day on the District calendar.

### 9. **RESIGNATION**

There shall be no penalty for release or resignation by the [SCHOOL] 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 sixty (60) days notification from the [SCHOOL] Principal unless the Superintendent fixes a different time at which the resignation or release is to take effect.

### 10. CERTIFICATE

The [SCHOOL] Principal shall furnish to the Superintendent and maintain throughout the term of this contract a valid and appropriate certificate qualifying him/her to act as a [SCHOOL] Principal in the Commonwealth.

### 11. MEDICAL CONDITION

The [SCHOOL] Principal shall file or cause to be filed with the Superintendent's secretary prior to the effective date of commencing [HIS/HER] duties under this agreement, a report made by a registered physician relative to her/his freedom from tuberculosis in a communicable form. Such report shall be maintained as part of the records of the Superintendent as required by M.G.L. c71, sec. 55B.

### 12. PROFESSIONAL ACTIVITIES

The District recognizes the need for the [SCHOOL] Principal to continue [HIS/HER] professional growth and education. The District shall reimburse the [SCHOOL] Principal, if reimbursement is approved in advance by the Superintendent, for reasonable costs incurred for attendance at state and national conferences, seminars, workshops or other meetings which are related to the work of the [SCHOOL] Principal in the system or which further the professional development or training of the [SCHOOL] Principal.

### 13. COURSE REIMBURSEMENT

The [SCHOOL] Principal shall be reimbursed up to \$2,000 per course taken at an accredited college, provided the [SCHOOL] Principal receives prior approval. A maximum of three courses per year will be approved.

### 14. ENTIRE AGREEMENT

This contract embodies the whole agreement between the School District and the [SCHOOL] Principal 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.

### 15. 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.

|     | VITNESS WHEREOF, the parties have here luplicate thereof. | eunto signed and sealed this Agreement |
|-----|---|--|
| By: | [SCHOOL] Principal  | Date                                   |
| By: | Superintendent of Schools                                 | <br>Date                               |