

**CONTRACT OF EMPLOYMENT BETWEEN
THE WILMINGTON SCHOOL DISTRICT
AND
Ms. XXXXX**

This Contract of Employment (hereinafter “the Contract” or “the Agreement”) is made this ____ day of _____, 2019, between the Wilmington School District, (hereinafter referred to as “the District”), and XXXXX(hereinafter “XXXXX” or “the School 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:

1. EMPLOYMENT

The District hereby employs XXXXX as the Woburn Street Elementary School Principal for Wilmington Public Schools and XXXXX accepts employment as Woburn Street Elementary School Principal in the Wilmington Public Schools, subject to the terms and conditions hereinafter provided.

2. TERM

The term of this Agreement shall commence on July 1, 2019 and end June 30, 2022. The District will notify XXXXX of its intent to renegotiate or terminate the Contract, in writing, at least sixty (60) calendar days prior to the end of the contract period. During the contract term, XXXXX may voluntarily leave the employment of the Wilmington Public Schools, provided she serves the Superintendent of Schools with written notice at least ninety (90) calendar days in advance of her expected departure date.

3. COMPENSATION

The District agrees to pay XXXXX in consideration of the faithful, diligent and competent performance of her duties and responsibilities as provided herein, the job description attached hereto, and the status and regulations of the Commonwealth, at the following annual rate of pay:

- A. Effective 7/1/19-6/30/20: One hundred sixteen thousand dollars (\$116,000) annually, prorated for the effective period and less appropriate deductions.
- B. Effective 7/1/20-6/30/21: Merit pay increase in a range of zero (0) to four (4)

percent of the previous year's salary with the actual increase to be determined by the Superintendent based upon the quality of performance demonstrated by the Principal during the previous year and economic conditions.

- C. Effective 7/1/21-6/30/22: Merit pay increase in a range of zero (0) to four (4) percent of the previous year's salary with the actual increase to be determined by the Superintendent based upon the quality of performance demonstrated by the Principal during the previous year and economic conditions.

The salary shall be payable in twenty-six (26) equal installments.

4. DUTIES AND RESPONSIBILITIES

XXXXX shall be the educational leader and manager of the Woburn Street Elementary School and shall supervise the operation and management of the school and school property in a competent manner, subject to the supervision and direction of the Superintendent. She shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the Woburn Street Elementary School Principal under:

- A. The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71, as amended by the Education Reform Act; and
- B. The policies of the School Committee; and
- C. The District and Schools annual improvement goals; and
- D. Regulations of local and state agencies; and
- E. The job description for the position of **WOBURN STREET ELEMENTARY SCHOOL PRINCIPAL**.
- F. Directives of the Superintendent of Schools or his/her designee; and
- G. The provisions of this Agreement.
- H. The Principal's individual goals as established by the Principal and/or the Superintendent or his/her designee.

XXXXX shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Woburn Street Elementary School Principal pursuant to M.G.L. Chapter 71, §38G and regulations promulgated thereunder.

5. WORK DAY - WORK YEAR

- A. **WORK DAY**

XXXXX recognizes that the proper performance of her duties and responsibilities will require her to work longer than the school day and that her duties and responsibilities are not confined to prescribed hours.

B. WORK YEAR

XXXXX's work year shall be 220 days.

C. HOLIDAYS

XXXXX shall receive time off with pay for the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and, Christmas Day. In the event that a holiday falls on a Sunday, XXXXX shall receive the following Monday as holiday with pay. Further, if XXXXX is on vacation or sick leave when a holiday occurs, she will not be provided with holiday pay in addition to vacation or sick leave pay.

6. DISMISSAL, DEMOTION, OR SUSPENSION

The Superintendent may suspend, demote or dismiss XXXXX during the term of this Agreement, or any extension or renewal thereof, for good cause. "Good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operations of the school system. It is expressly understood and agreed that the non-reappointment or non-renewal of XXXXX by the Superintendent upon the expiration of this Agreement shall not be considered a dismissal and shall not be subject to the good cause standard set forth above.

7. SICK LEAVE

XXXXX shall be entitled to a sick leave benefit of fifteen (15) days annual sick leave per contract year, to accumulate to a maximum one hundred eighty (180) days. Up to five (5) sick leave days may be used each contract year for the purpose of attending to a member of XXXXX's immediate family who is ill or injured. In the case of prolonged illness or injury, XXXXX shall be responsible for keeping the Superintendent informed of her progress and anticipated date of return to work. Immediate family, as used herein, shall mean spouse, child, mother or father.

XXXXX may be required to submit, upon request of the Superintendent, or his/her designee, appropriate medical documentation as proof of illness or injury. The District reserves the right, at its expense, to require XXXXX to be examined by a doctor of its choice.

The Superintendent, upon written request of XXXXX, may grant XXXXX who has exhausted her annual accumulated sick leave, additional sick leave with pay. The Superintendent shall notify the School Committee in the event he/she were to grant XXXXX any additional days.

8. PERSONAL LEAVE

XXXXX shall be entitled to three (3) personal days leave annually to transact business which cannot be conducted outside the normal working hours. Personal days shall be used with the advance approval of the Superintendent. Such request shall be made in writing as soon as possible but not less than forty-eight (48) hours before the absence occurs. Unused personal days shall not be carried over from year to year.

9. BEREAVEMENT LEAVE

XXXXX shall be granted up to five (5) days leave with pay on account of a death in the immediate family. Immediate family means spouse, child, parent, brother, sister or member of the household in which XXXXX is living.

An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the XXXXX grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

At the discretion of the Superintendent, additional time with or without pay may be allowed.

10. JURY DUTY

In the event that XXXXX is called for jury duty, she will be permitted to be absent from work and shall be paid for the time spent as a juror, the difference between the amount received for jury duty and the amount she would have received for regular salary.

11. EXPENSE REIMBURSEMENT

XXXXX shall be reimbursed for expenses reasonably incurred in the performance of her duties in accordance with the General Laws of Massachusetts and the policies of the Wilmington School Committee, when approved in advance by the Superintendent of Schools or his/her designee. XXXXX will be reimbursed for expenses related to the Summer Institute and/or other professional development opportunities, up to a maximum of \$2,000.00 annually. If the total amount is not used within a fiscal year such amount may be carried over and accessible in subsequent fiscal years with prior approval of the Superintendent and not to exceed \$6000 per the duration of the three-year contract. Requests for reimbursement will be accompanied by receipts and other necessary documentation.

12. INSURANCE

XXXXX shall be eligible to participate in the same health and life insurance benefits provided by the Town of Wilmington to other professional employees employed in the District, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

13. PROFESSIONAL ACTIVITIES

Days may be granted for professional improvement at the Superintendent's discretion and only with the Superintendent's prior approval.

XXXXX may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with or derogate from her duties as Woburn Street Elementary School Principal, and she has the prior approval of the Superintendent of Schools.

14. EVALUATION

On an annual basis, XXXXX and the Superintendent shall establish goals and objectives for the appropriate contract year. These goals and objectives shall be reduced to writing and make up part of the criteria by which XXXXX is evaluated by the Principal.

The Superintendent shall evaluate the performance of XXXXX and shall meet with XXXXX on or before June 30th of each year to discuss such evaluation. XXXXX shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response thereto.

16. ENTIRE CONTRACT

This Agreement embodies the whole agreement between the Wilmington School District and XXXXX 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 a subsequent agreement in writing signed by all parties.

17. INVALIDITY

If any paragraph or part of this Agreement is deemed to be 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 _____, 2019.

XXXXX

By: _____
XXXXX

Date

WILMINGTON SCHOOL DISTRICT

By: _____
Mr. Glenn Brand
Superintendent of Schools

Date

**CONTRACT OF EMPLOYMENT BETWEEN
THE WILMINGTON SCHOOL DISTRICT
AND
MS. XXXXX**

This Contract of Employment (hereinafter “the Contract” or “the Agreement”) is made this ____ day of _____, 2021, between the Wilmington School District, (hereinafter referred to as “the District”), and XXXXX (hereinafter “XXXXX” or “the Wilmington Middle School 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:

7. EMPLOYMENT

The District hereby employs Dr. Quirks the Wilmington Middle School Principal for Wilmington Public Schools and XXXXX accepts employment as the Wilmington Middle School Principal in the Wilmington Public Schools, subject to the terms and conditions hereinafter provided.

8. TERM

The term of this Agreement shall commence on July 1, 2021 and end June 30, 2024. The District will notify XXXXX of its intent to renegotiate or terminate the Contract, in writing, at least sixty (60) calendar days prior to the end of the contract period. During the contract term, XXXXX may voluntarily leave the employment of the Wilmington Public Schools, provided she serves the Superintendent of Schools with written notice at least ninety (90) calendar days in advance of her expected departure date.

9. COMPENSATION

The District agrees to pay Dr. Quirk, in consideration of the faithful, diligent and competent performance of her duties and responsibilities as provided herein, the job description attached hereto, and the status and regulations of the Commonwealth, at the following annual rate of pay:

- D. Effective 7/1/2021-6/30/2022: One hundred thirty thousand dollars (\$130,000) annually, less appropriate deductions.

- E. Effective 7/1/2022-6/30/2023: Merit pay increase in a range of zero (0) to four (4) percent of the previous year's salary with the actual increase to be determined by the Superintendent based upon the quality of performance demonstrated by the Principal during the previous year and economic conditions.
- F. Effective 7/1/2023-6/30/2024: Merit pay increase in a range of zero (0) to four (4) percent of the previous year's salary with the actual increase to be determined by the Superintendent based upon the quality of performance demonstrated by the Principal during the previous year and economic conditions.

The salary shall be payable in twenty-six (26) equal installments.

10. DUTIES AND RESPONSIBILITIES

XXXXX shall be the educational leader and manager of the Wilmington Middle School and shall supervise the operation and management of the school and school property in a competent manner, subject to the supervision and direction of the Superintendent. She shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the Wilmington Middle School Principal under:

- I. The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71, as amended by the Education Reform Act.
- J. The policies of the School Committee.
- K. The District and Schools annual improvement goals.
- L. Regulations of local and state agencies.
- M. The job description for the position of WILMINGTON MIDDLE SCHOOL PRINCIPAL.
- N. Directives of the Superintendent of Schools or his/her designee.
- O. The provisions of this Agreement.
- P. The Principal's individual goals as established by the Principal and/or the Superintendent or his/her designee.

XXXXX shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Wilmington Middle School Principal pursuant to M.G.L. Chapter 71, §38G and regulations promulgated thereunder.

11. WORK DAY - WORK YEAR

D. WORK DAY

XXXXX recognizes that the proper performance of her duties and responsibilities will require her to work longer than the school day and that her duties and responsibilities are not confined to prescribed hours.

E. WORK YEAR

Dr. Quirk's work year shall be 260 days.

C. VACATION DAYS

Twenty (20) vacation days will be granted to XXXXX each contract year. XXXXX shall give prior written notice to the Superintendent of Schools when she intends to use vacation days.

G. HOLIDAYS

XXXXX shall receive time off with pay for the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Patriots' Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and, Christmas Day. In the event that a holiday falls on a Sunday, XXXXX shall receive the following Monday as holiday with pay. Further, if XXXXX is on vacation or sick leave when a holiday occurs, she will not be provided with holiday pay in addition to vacation or sick leave pay.

12. DISMISSAL, DEMOTION, OR SUSPENSION

The Superintendent may suspend, demote or dismiss XXXXX during the term of this Agreement, or any extension or renewal thereof, for good cause. "Good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operations of the school system. It is expressly understood and agreed that the non-reappointment or non-renewal of XXXXX by the Superintendent upon the expiration of this Agreement shall not be considered a dismissal and shall not be subject to the good cause standard set forth above.

7. SICK LEAVE

XXXXX shall be entitled to a sick leave benefit of eighteen (18) days sick leave per contract year, to accumulate to a maximum of one hundred eighty (180) days. Up to five (5) sick leave days may be used each contract year for the purpose of attending to a member of Dr. Quirk's immediate family who is ill or injured. In the case of

prolonged illness or injury, XXXXX shall be responsible for keeping the Superintendent informed of her progress and anticipated date of return to work. Immediate family, as used herein, shall mean spouse, child, mother or father.

XXXXX may be required to submit, upon request of the Superintendent, or his/her designee, appropriate medical documentation as proof of illness or injury. The District reserves the right, at its expense, to require XXXXX to be examined by a doctor of its choice.

The Superintendent, upon written request of Dr. Quirk, may grant XXXXX who has exhausted her annual accumulated sick leave, additional sick leave with pay. The Superintendent shall notify the School Committee in the event he/she were to grant XXXXX any additional days.

8. PERSONAL LEAVE

XXXXX shall be entitled to three (3) personal days leave annually to transact business which cannot be conducted outside the normal working hours. Personal days shall be used with the advance approval of the Superintendent. Such request shall be made in writing as soon as possible but not less than forty-eight (48) hours before the absence occurs. Unused personal days shall not be carried over from year to year.

9. BEREAVEMENT LEAVE

XXXXX shall be granted up to five (5) days leave with pay on account of a death in the immediate family. Immediate family means spouse, child, parent, brother, sister or member of the household in which XXXXX is living.

An absence of up to three (3) days shall be granted for the purpose of attending the funeral of the Dr. Quirk's grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law or brother-in-law.

At the discretion of the Superintendent, additional time with or without pay may be allowed.

15. JURY DUTY

In the event that XXXXX is called for jury duty, she will be permitted to be absent from work and shall be paid for time spent as a juror, the difference between the amount received for jury duty and the amount she would have received for regular salary.

16. EXPENSE REIMBURSEMENT

XXXXX shall be reimbursed for expenses reasonably incurred in the performance of her duties in accordance with the General Laws of Massachusetts and the policies of the Wilmington School Committee, when approved in advance by the Superintendent of Schools or his/her designee. XXXXX will be entitled to a cell phone allowance of \$700 per year. XXXXX will be reimbursed for expenses related to the Summer Institute and/or other professional development opportunities, up to a maximum of \$2,000.00 annually. If the total amount is not used within a calendar year such amount may be carried over and accessible in subsequent years with prior approval of the Superintendent and not to exceed \$6000 per the duration of the three-year contract. Requests for reimbursement will be accompanied by receipts and other necessary documentation.

17. INSURANCE

XXXXX shall be eligible to participate in the same health and life insurance benefits provided by the Town of Wilmington to other professional employees employed in the District, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

18. PROFESSIONAL ACTIVITIES

Days may be granted for professional improvement at the Superintendent's discretion and only with the Superintendent's prior approval.

XXXXX may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with or derogate from her duties as Wilmington Middle School Principal, and she has the prior approval of the Superintendent of Schools.

19. EVALUATION

On an annual basis, XXXXX and the Superintendent shall establish goals and objectives for the appropriate contract year. These goals and objectives shall be reduced to writing and make up part of the criteria by which XXXXX is evaluated by the Superintendent.

The Superintendent shall evaluate the performance of XXXXX and shall meet with XXXXX on or before June 30th of each year to discuss such evaluation. XXXXX shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response thereto.

15. ENTIRE CONTRACT

This Agreement embodies the whole agreement between the Wilmington School District and XXXXX 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 a subsequent agreement in writing signed by all parties.

16. INVALIDITY

If any paragraph or part of this Agreement is deemed to be 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 _____, 2021.

XXXXX

By: _____
XXXXX **Date**

WILMINGTON SCHOOL DISTRICT

By: _____
Dr. Glenn Brand **Date**
Superintendent of Schools