EMPLOYMENT CONTRACT

BETWEEN

THE WINCHESTER PUBLIC SCHOOLS

AND

THIS AGREEMENT is made as of the first day of July 2021, between the Winchester Public Schools, hereinafter referred to as the "District", and , hereinafter referred to as the "PRINCIPAL". In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. EMPLOYMENT: The District agrees to continue to employ \_\_\_\_ as a principal in the Winchester Public Schools and \_\_\_\_ accepts continued employment as a principal in the Winchester Public Schools, subject to the terms and conditions hereinafter provided.

2. TERM:

2.1 This Employment Contract (“Contract”) shall commence July 1, 2021 and shall end June 30, 2024.

2.2 The PRINCIPAL shall notify the Superintendent of Schools for the Winchester Public Schools (hereinafter referred to as the “Superintendent”), in writing or by email, on or before March 1, 2024 of the PRINCIPAL’S desire to enter into a successor employment contract. In the event that the Superintendent intends to renew the PRINCIPAL’S contract, the parties shall endeavor to reach agreement on or before April 1, 2024.

2.3 If the Superintendent does not intend to renew the PRINCIPAL’S contract, the Superintendent shall notify the PRINCIPAL in writing of the proposed nonrenewal of the PRINCIPAL’S Contract at least sixty (60) calendar days prior to the expiration date of this employment Contract.

3. COMPENSATION: The PRINCIPAL will be paid in accordance with the following salary schedule:

Contract Year Salary

1st July 1, 2021-June 30, 2022 $145,345

2nd July 1, 2022-June 30, 2023 To Be Determined

3rd July 1, 2023-June 30, 2024 To Be Determined

The PRINCIPAL’S salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the PRINCIPAL. The Superintendent shall determine the PRINCIPAL’S salary for the 2nd Contract Year (July 1, 2022- June 30, 2023) and the 3rd Contract Year (July 1, 2023 – June 30, 2024) on or before June 30th of the prior Contract Year. The PRINCIPAL’S salary in the 2nd and 3rd Contract Years shall not be less than the PRINCIPAL’S salary in the prior Contract Year.

The PRINCIPAL’S salary shall be earned ratably in each of the Contract Years (July 1, 2021- June 30, 2022; July 1, 2022-June 30, 2023; and July 1, 2023-June 30, 2024) and shall be prorated for work of less than a full Contract Year. The PRINCIPAL’S salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the District. The PRINCIPAL’S per diem rate shall be calculated by dividing the Contract Year salary by 224.

4. ASSIGNMENT AND TRANSFER: The PRINCIPAL is assigned to the McCall Middle School. The parties agree that the Superintendent may transfer or reassign the PRINCIPAL to another principal position or to another administrator position within the District. The Superintendent shall consult with the PRINCIPAL prior to such decision to reassign or transfer but such decision shall be in the Superintendent’s sole authority and discretion. The parties agree that such reassignment or transfer will be without any reduction in the PRINCIPAL’S salary as set forth in this Contract.

5. DUTIES AND RESPONSIBILITIES: The PRINCIPAL shall be the educational administrator and manager of the school to which the PRINCIPAL is assigned and shall supervise the operation and management of the school, subject to the supervision and direction of the Superintendent or the Superintendent’s designee and consistent with law. The PRINCIPAL shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the PRINCIPAL under:

1. The statutes of the Commonwealth including, but not limited to Massachusetts General Laws chapters 71, 71A, 71B, and 76;
2. Federal statutes;
3. Regulations from state and federal agencies;

D. The policies of the Winchester School Committee;

E. The schools’ annual improvement goals;

F. The goals of the District;

G. Directives of the Superintendent and the Superintendent’s designee that are not inconsistent with the position or role of a principal;

H. The PRINCIPAL’S individual goals as established by the PRINCIPAL and/or the Superintendent or the Superintendent’s designee; and

I. The provisions and requirements in this Contract.

6. WORK DAY - WORK YEAR:

6.1 Workday: The PRINCIPAL recognizes that the proper performance of the PRINCIPAL’S duties and responsibilities will require the PRINCIPAL to work longer than the school day and that PRINCIPAL’S duties and responsibilities are not confined to prescribed hours.

6.2 Work Year: The PRINCIPAL'S work year shall be 224 work days commencing July 1st of each Contract Year and ending the following June 30th. The PRINCIPAL shall devote the PRINCIPAL’S full time, skill, labor and attention to the discharge of the duties as principal for the Winchester Public Schools.

7. EARLY TERMINATION, DISMISSAL, DEMOTION, OR SUSPENSION:

7.1 Early Termination of Contract By the PRINCIPAL: In the event the PRINCIPAL desires to terminate this Contract before the term of this Contract shall have expired, the PRINCIPAL may do so by providing at least one hundred (100) calendar days’ written notice of intent to the Superintendent. The Superintendent may waive part or all of the one hundred calendar notice requirement. If the PRINCIPAL’S employment terminates prior to the expiration of the term of this Contract, all remuneration, including but not limited to all salary and benefits provided by this Contract, shall cease as of the effective date of such termination.

7.2 Dismissal of the PRINCIPAL: The Superintendent may dismiss the PRINCIPAL in the Superintendent’s discretion at any time during the term of this Contract for insubordination, incompetency, incapacity, neglect of duty, conduct unbecoming a principal, failure to meet performance standards, or other good cause. “Good cause” herein shall be defined as any ground put forth by the Superintendent in good faith that is not unreasonable or irrelevant to the task of building and maintaining an efficient school. If the Superintendent intends to dismiss the PRINCIPAL prior to expiration of the term of this Contract, the Superintendent shall provide the PRINCIPAL with written notice stating the Superintendent’s intent to dismiss the PRINCIPAL with an explanation of the grounds for such dismissal. If the PRINCIPAL so requests, the PRINCIPAL shall be given a reasonable opportunity within fifteen (15) calendar days after receiving such notice to review the decision with the Superintendent, and the PRINCIPAL may be represented by legal counsel or other representation of the PRINCIPAL’S choosing and at the PRINCIPAL’S own expense at such a meeting. At such a meeting, the PRINCIPAL shall have the right to present information pertaining to the basis for the decision and to the PRINCIPAL’S status. There shall be no right to present witnesses and no right to confront or cross-examine witnesses. The PRINCIPAL’S rights, if any, to appeal a dismissal are provided by and in accordance with M.G.L. c. 71, §41. If the PRINCIPAL’S employment terminates for any reason at any time prior to the expiration of the term of this Contract, the PRINCIPAL’S remuneration, including but not limited to all salary and benefits provided by this Contract, shall cease as of the effective date of such termination.

7.3 Suspension of the PRINCIPAL: The Superintendent may suspend the PRINCIPAL at any time during the term of this Contract in accordance with the provisions of M.G.L. Chapter 71, section 42D. If the PRINCIPAL is suspended, the PRINCIPAL shall not receive any salary for the period of such suspension.

7.4 Reduction in Force: The Superintendent may layoff the PRINCIPAL or the Superintendent may demote the PRINCIPAL in the event of the closing of a school, reorganization, reduction in force, lack of funds, or other good cause. In the event that the PRINCIPAL is laid off, this Contract shall terminate, and the District shall not be required to pay, and the PRINCIPAL shall not be entitled to receive salary payments and benefits payable after the effective date of the PRINCIPAL’S layoff. In the event that the PRINCIPAL is demoted, this Contract shall terminate and the District shall not be required to pay and the PRINCIPAL shall not be entitled to receive salary payments and benefits payable pursuant to this Contract after the effective date of the PRINCIPAL’S demotion, and the demoted PRINCIPAL shall receive the compensation and benefits for the position to which the PRINCIPAL has been demoted.

7.5 It is expressly understood and agreed that the nonrenewal or non-reappointment of the PRINCIPAL by the Superintendent upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal. The requirements of M.G.L. Chapter 71, Section 41 shall not be applicable to the nonrenewal or failure to reappoint the PRINCIPAL.

8. CERTIFICATE/LICENSE: The PRINCIPAL shall furnish to the Superintendent and maintain throughout the term of this Contract a valid and appropriate certificate/license qualifying the PRINCIPAL to serve as a principal in a public school in the Commonwealth of Massachusetts as required by M.G.L. Chapter 71, Section 38G. As a condition of continued employment, the PRINCIPAL shall maintain, throughout the term of this Contract, a valid and appropriate certificate/license qualifying the PRINCIPAL to serve as a principal in a public school district in the Commonwealth of Massachusetts. The PRINCIPAL agrees to notify the Superintendent within 24 hours of the PRINCIPAL’S license being revoked, rescinded, suspended, or lapsed.

9. PROFESSIONAL ACTIVITIES: The PRINCIPAL may accept speaking, writing, lecturing or other engagements of a professional nature as the PRINCIPAL sees fit, provided they do not interfere with or derogate from the PRINCIPAL’S duties as principal, the PRINCIPAL engages in such professional activities on non-work days and the PRINCIPAL has obtained the prior written approval of the Superintendent.

10. STATE RETIREMENT ASSOCIATION: The PRINCIPAL shall be a member of the Teachers’ Retirement System as required by Mass. General Laws.

11. EVALUATION: The Superintendent, or the Superintendent’s designee, shall evaluate the performance of the PRINCIPAL in accordance with applicable law and regulations each Contract Year during the term of this Contract and shall meet with the PRINCIPAL on or before June 30 of each year to discuss such evaluation. The PRINCIPAL shall be given an electronic or paper copy of the evaluation and shall be afforded the opportunity to submit a written response thereto.

12. LEAVE BENEFITS:

12.1 Sick Leave Accrual

The PRINCIPAL shall be allowed up to eighteen (18) days of sick leave with pay for absences resulting from the PRINCIPAL’S own sickness or injury. This leave shall be permitted to accumulate without limit. The PRINCIPAL shall be allowed to use up to five (5) days of accrued sick leave per Contract Year for time needed to care for a sick family member. Family members are defined as the PRINCIPAL’S parent, parent-in-law, spouse/partner, child, or another family member residing in the PRINCIPAL’S household. The Superintendent, upon the request of the PRINCIPAL, may extend coverage for family illness days to other members of the PRINCIPAL’S family who are ill or permit the PRINCIPAL to use more than five (5) days to care for an ill family member identified above. The use of family illness days shall be charged against the PRINCIPAL’S sick leave. The PRINCIPAL shall follow the District’s procedures for providing advance notice for the use of sick leave including family illness days.

12.2 Personal Leave

The PRINCIPAL is allowed three (3)Personal Days with pay per Contract Year, to be used with the advance approval of the Superintendent, for important personal or business matters that cannot be attended to outside of the PRINCIPAL’S work day. Up to two (2) unused personal leave days may be carried forward to the next Contract Year. In such cases no more than six (6) personal leave days may be accumulated. The PRINCIPAL is discouraged from using personal days on a day prior to or following a holiday or school vacation period or in conjunction with other leave to extend a holiday or vacation period unless authorized by the Superintendent.

12.3 Bereavement Leave

The PRINCIPAL will be allowed leave with pay for up to five (5) days at any one time in the event of a death in the PRINCIPAL’S immediate family. Immediate family is defined as follows: the PRINCIPAL’S spouse/partner, parent, child, sibling, grandparent and the parent or sibling of PRINCIPAL’S spouse. At the discretion of the Superintendent, additional time with or without pay may be allowed.

12.4 Religious Observance Leave   
The PRINCIPAL will be allowed leave with pay for up to three (3) days for the observance of religious holidays which requires the PRINCIPAL’S absence from work.

12.5 Court/Agency Appearances

The PRINCIPAL will be allowed leave with pay for time necessary for appearance in any legal proceeding in connection with the PRINCIPAL’S employment or the District.

12.6 Professional Days

The PRINCIPAL may be granted leave with pay for professional improvement at the Superintendent’s discretion and with the Superintendent’s prior approval.

13. TUITION REIMBURSEMENT: Based on available funding, the PRINCIPAL is eligible to receive reimbursement for the full tuition cost of one (1)three-credit graduate course or one (1) four-credit graduate course every Contract Year when approved in advance by the Superintendent. Tuition reimbursement will be paid upon proof of successful completion of such course.

14. REIMBURSEMENT FOR WORK-RELATED EXPENSES, PROFESSIONAL DEVELOPMENT, AND DUES:

14.1 Work-Related Expenses

The PRINCIPAL shall be reimbursed for all expenses reasonably incurred in the performance of the PRINCIPAL’S duties in accordance with the General Laws of Massachusetts and the policies of the Winchester School Committee, when approved in advance by the Superintendent of Schools. Travel costs to and from work are not subject to reimbursement.

14.2 Professional Development Expenses

The PRINCIPAL will also be reimbursed for reasonable and necessary expenses (including meals, lodgings, and/or transportation and fees) incurred to attend workshops, seminars, conferences, or other professional improvement sessions which have been approved in advance by the Superintendent.

14.3 Dues

The District shall pay the PRINCIPAL’S dues for up to and including four professional organizations with the prior approval of the Superintendent and subject to the following limitation. The aggregate amount of such dues paid by the District shall not exceed one thousand dollars ($1,000) per Contract Year.

15. HEALTH, DENTAL, AND LIFE INSURANCE: The PRINCIPAL may elect to obtain group health insurance, dental insurance, and life insurance available to employees and their dependents in the District on the same terms and conditions as such insurance is generally available to other non-unionized employees in the District, and the PRINCIPAL understands and agrees that the terms and conditions and such insurance, including premium contributions, if any, by the District, copayments and deductibles, may change from time to time.

16. INDEMNIFICATION

16.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, Chapter 258, the School Committee agrees to provide indemnification to the PRINCIPAL against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the PRINCIPAL is acting within the scope of the PRINCIPAL’S employment or under direction of the School Committee or Superintendent. The parties understand and agree that this indemnification provision shall not apply to actions by the Superintendent to suspend and/or terminate the PRINCIPAL.

16.2 The PRINCIPAL shall within five (5) calendar days of the time the PRINCIPAL is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee and the Superintendent.

16.3 This Section 16 shall survive the termination of this Contract.

17. NOTICES: All notices required or desired to be given under this Contract will be deemed to be served if in writing and delivered by in-hand delivery to the PRINCIPAL or sent by email to the PRINCIPAL’S District email address, or sent by certified mail to the PRINCIPAL’S residence in the case of the PRINCIPAL, or by in-hand delivery to the Superintendent or sent by email to the Superintendent’s District email address, or sent by certified mail to the Superintendent at the District’s central office in the case of the Superintendent.

18. ENTIRE AGREEMENT: This Contract embodies the whole agreement between the Winchester Public Schools and the PRINCIPAL and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by agreement in writing signed by all parties.

19. INVALIDITY: If any term(s) or provision(s) of this Contract is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract in duplicate on this fifteenth day of June 2021.

For the Winchester Public Schools

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent of Schools PRINCIPAL