

**CONTRACT OF EMPLOYMENT
BETWEEN
[REDACTED]
AND
WORCESTER PUBLIC SCHOOLS
FOR
THE POSITION OF PRINCIPAL**

This Contract of Employment (hereinafter "Contract" or "Agreement") is made as of July 1, 2018 by and between the Worcester Public Schools (hereinafter the "district"), through its Superintendent of Schools, [REDACTED] and [REDACTED] (hereinafter the "Principal") to serve in the position of Principal.

In consideration of the provisions set forth below, the parties hereto mutually agree as follows:

I. DURATION

The Principal shall be employed under this contract for the period of July 1, 2018 through June 30, 2021, consistent with all applicable provisions of law including, but not limited to, M.G.L. c. 71, §41 as amended by §43 of the Acts of 1993, §59B as amended by §53 of the Acts of 1993, and as amended by Chapter 346 of the Acts of 1994.

II. AVAILABILITY OF FUNDING

Notwithstanding any other provision of this Agreement, all terms of this Agreement are subject to funding earmarked for such principal's position which funding is to be determined on a yearly basis by the School Committee consistent with the needs of the Worcester Public School System. Accordingly, a lack of funding shall be grounds for the termination of this Agreement. Moreover, a bona fide and good faith reorganization may also be grounds for the termination of this Agreement. In the event of such termination due to lack of funding or reorganization, all salary and benefits due under this contract to the Principal and all obligations of the District hereunder shall cease on the effective date of such termination.

III. COMPENSATION

The district agrees to pay the 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. The salary of the Principal shall be payable semi-monthly. For the period July 1, 2018, to June 30, 2021, the Principal shall be paid an annual salary of

\$134,562; plus \$3,000 elementary school stipend and \$2,100 longevity stipend. Principal shall receive salary increases of 1% on January 1, 2019 and 2% on July 1, 2019. The salary rate may be adjusted annually by the Superintendent. Should the Principal leave the employ of the Worcester Public Schools for any reason prior to June 30th of any contract year, the Worcester Public Schools is not required to continue paying him/her a salary through the duration of the term.

In the event of a renewal, the salary stated herein shall not be reduced below the amount received by the Principal in the previous contract year. However, that the Principal's salary may be reduced upon his/her demotion, administrative reorganization or a transfer to another school or position.

IV. PERFORMANCE REVIEW

The Principal's performance as a Principal in the Worcester Public Schools shall be subject to a yearly performance evaluation. Continued employment under this contract shall be subject to said performance evaluation. Inadequate performance which amounts to just cause shall be grounds for termination of this Agreement. The Principal is required to maintain a valid DESE license for his/her assignment.

V. DUTIES AND RESPONSIBILITIES

The Principal shall be the educational leader of his/her school and shall supervise the operation and management of his/her school and school property, subject to the supervision and direction of the Superintendent, or her designee.

The Principal shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of a principal under:

- A. The statues of the Commonwealth including, without limitation, M.G.L. Chapter 71, as amended by the Education Reform Act; and
- B. The job description for Principal; and
- C. The policies of the School Committee; and
- D. The School's annual improvement goals; and
- E. Regulations of state agencies; and
- F. Directives of the Superintendent of Schools or her designee; and
- G. The provisions of this Agreement.

VI. TRANSFER AND ASSIGNMENT

At the inception of this Agreement, the Principal is hereby assigned to the [REDACTED]

[REDACTED] The Superintendent of Schools may, following consultation with the

Principal, reassign or transfer the Principal to another principalship or a special assignment within the School District at any grade level for which s/he is licensed.

VII. WORK DAY

A. The Principal recognizes that the proper performance of his/her duties and responsibilities will require him/her to work longer than the school day and that his/her duties and responsibilities are not confined to prescribed hours.

B. The Principal agrees that as part of his/her regular duties, he/she shall attend such job-related meetings and school-related activities as deemed necessary by the Superintendent. There shall be no additional compensation for attending such meetings and activities other than reasonable travel expenses for meetings at locations other than school buildings in the Worcester School District.

C. The Principal agrees that notwithstanding the definition of the work day as defined below, the Principal shall be on duty at least fifteen (15) minutes before the start of the school day and shall remain on duty for at least thirty (30) minutes after the school day. In the case of a delay in the opening of schools due to inclement weather or other emergency situations, the Principal shall be on duty as if it were a normal pupil-session day.

D. The Principal agrees that the basic work day shall be no less than eight (8) hours per day.

E. The Principal will be required to work the five (5) days after the last day of school and the ten (10) days prior to the first pupil-session day.

VIII. WORK YEAR

The Principal shall be required to work on site for 205 days annually from July 1 to June 30. These days shall consist of the pupil school year plus twenty-five (25) additional days. Legal holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day) are not eligible to be used as work days. In addition to the days described above in Paragraph VII (E), the Principal will schedule the remaining days with his/her supervisor.

The Principal may work up to two (2) additional days at his/her per diem rate of pay during the period July 1, 2018, to June 30, 2019. Weekends and holidays are not eligible to be used as work days. Such days shall be scheduled with and approved by the Superintendent or her designee.

IX. CITY AND STATE RETIREMENT ASSOCIATION

The Principal is required to hold and maintain a valid Principal/Assistant Principal's license from the Massachusetts Department of Elementary and Secondary Education. S/he shall be a member of the Massachusetts Teachers' Retirement System as required by the General Laws.

X. NOTIFICATION FOR SUCCESSOR AGREEMENT

A. The Superintendent will notify the Principal at least sixty days prior to the expiration of this contract of the proposed non-renewal of this contract. In such instance the Principal may request, within fifteen days of receiving such notice, an opportunity to review the decision with the Superintendent. If the Superintendent does not notify the Principal in writing sixty (60) days prior to the end of the contract year, then the Principal's contract is automatically renewed for one contract year. In such an event where the Principal is notified in writing sixty (60) days in advance prior to the end of the contract, then this agreement shall be terminated, as herein provided, on June 30 of the appropriate year and, as of such date, the Principal's employment shall be terminated.

B. Should the district offer a contract extension, the Principal will have the opportunity to meet and discuss individually with the Superintendent the terms and conditions of employment. The Principal may be represented by an attorney or other representative.

XI. SICK LEAVE

The Principal shall receive fifteen (15) days of sick leave per year. Such earned sick leave may accumulate up to a maximum of two hundred (200) days.

A principal who terminates service, except for dismissal for good cause, and who has served a minimum of twenty (20) years in the Worcester Public Schools, shall receive compensation for unused sick days at the rate of \$10 for the first 165 days, and \$25 for any accumulated days beyond 165 days. A Principal with a minimum of 20 years of service to the Worcester Public Schools and a minimum of 175 accumulated sick days at the time of payment, and who provides one year advance notice of their severance, may receive payment for 15 days at their per diem rate of pay. This shall be in lieu of the aforementioned sick leave benefit.

Principals may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent.

The Principal is entitled to join the Sick Leave Bank as administered by the Worcester School Committee and the Educational Association of Worcester, Membership in the Sick Leave Bank is contingent upon the Educational Association of Worcester allowing Principals to be members of the Sick Leave Bank.

XII. EXTENDED ILLNESS LEAVE

The Superintendent may grant extended illness leave up to a maximum of eighteen (18) months. At the end of any such leave period, the Principal must present to the Superintendent certificates of good health and fitness for duty from three (3) medical authorities: the Principal's private physician, a physician selected by the Superintendent and a third physician or medical specialist selected by these two. The principal will be allowed to utilize any accrued sick leave while on extended illness leave.

XIII. MEDICAL EXAMINATION

Pursuant to an appropriate vote by the School Committee in Executive Session, the Superintendent may be authorized to require the Principal to be examined at the Committee's expense by a medical authority of the Committee's choosing if, in the judgment of the Committee or Superintendent, the Principal appears to be physically or mentally incompetent to perform his/her duties. In the event of such examination, the Principal shall select a physician or other medical authority. These two authorities shall then select a third medical authority who shall be a recognized specialist in the area in which the employee is alleged to be deficient. The findings of the medical panel shall be submitted by the Superintendent to the Committee for consideration in Executive Session.

XIV. LEAVES OF ABSENCES WITH PAY

The Principal shall be entitled to receive the following leaves of absence with pay:

- A. To receive a degree at a college - one day.
- B. To serve as official delegate to Conventions of Veterans, Civil, Professional, Education or Benevolent Organizations subject to the express approval of the Superintendent - up to three days.
- C. Absences for legal cause for attendance in court for the purpose of giving testimony in cases in which the Principal is or is not a central party, the Principal shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the Principal's control, but in no instance will absence for legal cause with pay be permitted when the legal matter relates exclusively to the discharge of duties connected with a summer or part-time job or position.
- D. The Principal shall be granted a leave of absence with pay to observe religious holy days where the tenets of one's recognized religion obligate abstention from work or where the required religious observation of the day necessarily conflicts with the school day. Such days shall not exceed two (2) days for any one individual in any given year.
- E. When the death of wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, child, step-child or relative living in the same household, or someone who has acted in loco parentis occurs in the Principal's family, the Principal shall be entitled to a leave of absence of up to

five consecutive days or Memorial Week if the Principal is of the Jewish faith, without loss of salary, such leave to take effect from the date of death.

If the death occurs on a school day and the Principal has worked all or part of said day, the five days will commence the following day. Such five consecutive days shall include holidays, Saturdays, and vacation periods. Sundays are specifically excluded and shall not be counted. In the event that the funeral services are not held immediately after the death, then the bereavement leave may be delayed to better coincide with the funeral services. Such delay may be requested by the Principal and approved by the supervisor, which approval will not be unreasonably withheld.

F. Funerals:

- (a) One day in the case of the funeral of grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law.
- (b) In the case of the funeral of an employee, present or past, the Principal may be part of a delegation of a limited number of teachers who may attend the funeral services at the discretion of the Superintendent or her designee.
- (c) In the case of the death of a friend, necessary time may be granted by the Superintendent or her designee for the Principal to attend funeral services.

G. The Principal shall have three days personal leave for personal reasons without loss of pay for reasons specified in writing and approved by the Superintendent or her designee. Said approval shall not be unreasonably withheld. Personal reasons shall include, but not be limited to the following:

- (a) Emergency, serious illness or injury in the family.
- (b) Attendance at graduations, ordinations, weddings, confirmations, or funerals of close friends requiring a full day's attendance.

The benefits of this paragraph shall not be utilized as to extend a holiday or a vacation period. Abuse of the provisions of this paragraph shall be cause for disciplinary action.

H. If the Principal is in the Federal or State Reserve Service and is called to duty on a non-voluntary basis within the school year, the Principal shall receive his/her regular salary for the period of his/her absence within the statutory limitation. When the Principal's reserve duty could have been served during a vacation period, but instead was served during a school period, the Principal shall only receive the difference between the Principal's pay and the reserve pay.

I. In any school year, the number of leave days taken under A, B, C, F and G will not exceed a total of six (6) days.

J. Jury Duty - If required to perform jury duty, the Principal shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement and the Principal's regular salary.

XV. LEAVE OF ABSENCE WITHOUT PAY

- A. Military leave without pay shall be granted to the Principal provided the Principal is recalled, inducted or enlists in any branch of the armed forces of the United States. On return from such leave, the Principal shall be entitled to re-instatement in his/her former position or equivalent thereof.
- B. The Principal may be granted a leave of absence without pay for up to one year for the purpose of caring for a sick member of his/her family where the Principal's personal attention is required.
- C. The Principal may be granted a leave of absence without pay to serve in any elected public office/not to exceed one term. Upon return from such leave the Principal shall be restored to his/her former position or an equivalent position.
- D. As noted above, on return from any leave in this section, an attempt shall be made to return the Principal to his/her specific job, but in the event that this is not possible, the Principal shall be assigned to the most comparable position available.
- E. The Principal shall be granted maternity leave consistent with the terms and provisions available to regularly employed teachers in the Worcester Public Schools.

XVI. HEALTH INSURANCE

The Principal shall be entitled to health insurance equivalent to that available to all non-represented employees.

XVII. TERMINATION of CONTRACT, DISMISSAL and DISCIPLINE, and NON-RENEWAL

A. Termination of Agreement by Mutual Consent of Superintendent and Principal

This Agreement may be terminated prior to the expiration of the term of service by written agreement between the Superintendent and the Principal. Such an agreement shall be effective only when signed by both Parties hereto. In the event of such early termination by mutual consent, all salary and benefits due under this Agreement to the Principal and all obligations of the District hereunder shall cease on the effective date of such early termination.

B. Termination of Agreement by Resignation of Principal

In the event that the Principal desires to terminate this Agreement before the term of service shall have expired, she may do so by giving at least 90 days advanced notice in writing to the Superintendent. In addition, the Principal shall endeavor to time such termination date to correspond with the end of the school year. In the event of such early termination by the Principal, all salary and benefits due under this Agreement to the Principal and all obligations of the District hereunder shall cease on the effective date of such early termination.

C. Dismissal, Demotion or Suspension by the Superintendent

The Superintendent may dismiss, demote or suspend the Principal in accordance with the provisions of Mass. G.L. c. 71, Sections 41 and 42D. This Agreement does not establish any rights with respect to dismissal, demotion or suspension which are not otherwise available to the Principal under the terms of Mass. G.L. c. 71, Sections 41 or 42D.

Accordingly, the Principal hereunder, having not served as a Principal in the public schools of the District for three consecutive years, may be dismissed, demoted or suspended during the term of this Agreement without any good cause protection and without any right to arbitrate the dismissal, demotion or suspension decision. Prior to being dismissed, demoted or suspended, the Principal shall be provided with such notice as is required pursuant to Mass. G.L. c. 71, Sections 41 and 42D, and if she so requests, shall be provided with an opportunity to review the decision with the Superintendent in accordance with Mass. G.L. c. 71, Sections 41 and 42D.

In the event of the dismissal of the Principal by the Superintendent, all salary and benefits due under this Agreement to the Principal and all obligations of the District hereunder shall cease on the effective date of such dismissal.

D. Notice Not to Renew Agreement at Expiration.

In accordance with the provisions of Mass. G.L. c. 71, Section 41, the Superintendent shall notify the Principal of the proposed nonrenewal of her Contract at least sixty (60) days prior to the expiration date of this Contract. Failure on the part of the Superintendent to make such timely notice shall automatically renew this Contract for a period of one year. When a timely notice of nonrenewal is given to the Principal, this Contract will automatically terminate June 30, 2021.

[REDACTED]

Principal

[REDACTED]

Superintendent

DATE

[REDACTED]

DATE:

[REDACTED]