

**CONTRACT OF EMPLOYMENT BETWEEN**  
**THE NEWTON PUBLIC SCHOOL DISTRICT**

**AND**

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**THIS AGREEMENT** is made this 12<sup>th</sup> day of June 2014, between the Newton Public School District, 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 hereto agree as follows:

**1.     EMPLOYMENT:**

The district hereby employs ----- as a PRINCIPAL in the Newton Public Schools and ----- hereby accepts employment as a PRINCIPAL in the Newton Public Schools, subject to the terms and conditions hereinafter provided.

**2.     TERM:**

The PRINCIPAL shall be employed for the period commencing July 1, 2014 and ending June 30, 2017. If the Superintendent fails to notify the PRINCIPAL of the non-renewal of this agreement or any subsequent agreement at least sixty (60) days prior to its expiration, it shall be automatically renewed for an additional one (1) year period.

**3.     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 and in the statutes and regulations of the Commonwealth, at the following FY14 rate of pay:  
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This rate of pay reflects a ----- placement on Step - ----- Degree of the Elementary School Principals' Schedule, as outlined in the document of the Newton School District entitled "Elementary Principals Salary Schedule". A copy of said document is attached as Attachment A.

4. **TRANSFER AND ASSIGNMENT:**

The PRINCIPAL is hereby assigned to the ----- Elementary School. The Superintendent of Schools may, after consultation with the PRINCIPAL, transfer or assign the PRINCIPAL to another PRINCIPALSHIP position within the District.

5. **DUTIES AND RESPONSIBILITIES:**

The PRINCIPAL shall be the educational administrator and manager 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 his designee.

The PRINCIPAL shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the 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. Regulations of state agencies; and
- D. Directives of the Superintendent of Schools or his designee; and
- E. The provisions of this Agreement; and
- F. The Principals individual goals as established by the Principal and/or the Superintendent or his designee.

6. **WORK DAY - WORK YEAR:**

- A. The PRINCIPAL shall work at his/her assigned duties each day for whatever reasonable time may be necessary.
- B. The PRINCIPAL'S work year shall consist of 205 days.

7. **DISMISSAL, DEMOTION, OR SUSPENSION:**

A. The Superintendent may suspend, demote or dismiss the PRINCIPAL for good cause in accordance with the provisions of M.G.L. Chapter 71, Sections 41 and 42d.

B. Good cause shall mean any grounds put forth by the Superintendent that are not arbitrary, capricious, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. No Arbitrator may substitute a definition of the words "good cause" other than that stated herein and arbitral review shall be limited to insuring that the grounds for suspension, demotion or dismissal were put forth in good faith.

8. **CERTIFICATE:**

The 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 Principal in the Commonwealth.

9. **STATE RETIREMENT ASSOCIATION:**

The PRINCIPAL shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

10. **EVALUATION:**

The Superintendent, or his designee, shall evaluate the performance of the PRINCIPAL during the term of this Agreement, and shall meet with the PRINCIPAL on or before each June 1 to discuss such evaluation for that year.

The PRINCIPAL shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response thereto.

The evaluation shall be based upon the quality of performance by the PRINCIPAL of his/her duties and responsibilities.

11. **BENEFITS:**

The PRINCIPAL shall be eligible for the benefits provided in the document of the Newton School District entitled "Standard Benefits –Principals – FY12-14", subject to the terms and conditions provided therein. A copy of said document is attached as Attachment B.

12. **ENTIRE AGREEMENT:**

This contract embodies the entire agreement between the Newton School District 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 Agreement supersedes all prior Agreements between the parties. This Agreement may not be changed except by agreement, in writing, signed by all parties.

13. **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.

IN WITNESS HEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this            day of            2014.

**PRINCIPAL**

**NEWTON SCHOOL DISTRICT**

**BY:** \_\_\_\_\_

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

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**Principal,----- Elementary School**

**Superintendent of Schools**