

WOONSOCKET EDUCATION DEPARTMENT
Woonsocket, Rhode Island

Employment Agreement –Principal

THIS Agreement, made this ___ day of _____ 2015, in accordance with R.I. Gen. Laws § 16-2-9(c), by and between The Honorable Lisa Baldelli-Hunt, Mayor of the City of Woonsocket (“Mayor”), and _____. (“Principal”), together referred to as the “Parties.” Upon recommendation of the Woonsocket School Committee, which has consented to the appointment of the Principal in accordance with law, the Parties hereby agree as follows:

1. EMPLOYMENT

The Principal shall be employed to serve as the [Principal] for the Woonsocket Education Department according to the following terms and conditions:

2. TERM

The term of the Principal’s employment is for the period from July 1, 2015 through June 30, 2016, unless terminated earlier as set forth below.

3. REAPPOINTMENT

By no later than May 1, 2016, upon the recommendation of the Superintendent, the School Committee shall vote to determine whether it shall reappoint the Principal for the forthcoming school year, and by no later than June 1, 2016, the School Committee shall send written notice to the Principal of this decision. If the School Committee reappoints the Principal, then the Parties may agree to enter into a new Contract, and subject to the same or different terms and conditions.

4. COMPENSATION

The Principal will shall be a salaried employee, exempt from the overtime provisions of

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the Fair Labor Standards Act. The Principal shall receive an annual salary in the amount of [SALARY], paid in biweekly and equal installments over the term of the Agreement.

5. FRINGE BENEFITS

The Committee shall provide benefits to the Principal in accordance with the Non-Union Benefits Policy, attached hereto, the terms of which are fully incorporated herein.

6. DUTIES AND RESPONSIBILITIES

The Principal will faithfully and diligently perform all the duties and exercise all of the powers of said position under the direction of the Superintendent, including such duties and responsibilities as may be assigned by the Superintendent and other supervisors. The Principal shall observe, enforce and implement the rules, policies and regulations now or hereafter adopted by the Committee and/or required by law. The Superintendent may in his or her discretion reassign the Principal to another site or position in the interest of the Woonsocket Education Department, upon the advice and consent of the Committee. The Principal's duties require fulltime employment, fifty-two (52) weeks each calendar year, subject to the benefit provisions set forth in Non-Union Benefits Policy. The Parties understand that the nature of the Principal's duties will require work beyond the normal school day or week, and during school vacations.

7. EVALUATION

By October 31, 2015, or as soon as possible thereafter, the Superintendent or his or her designee shall provide to the Principal the Evaluation Instrument by which the Principal will be evaluated, in conjunction with a schedule for the evaluation process. On or before April 15, 2016, the Superintendent or his designee shall provide to the Principal a written copy of his or her Evaluation, which shall contain a provision allowing for a written comment by the Principal.

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Within fourteen (14) days of delivery of the Evaluation, the Superintendent or his designee shall convene with the Principal to discuss the Evaluation.

8. TERMINATION OF AGREEMENT

A. This Agreement shall terminate and no further action shall be required by the Superintendent or the Woonsocket Education Department upon:

- a. Mutual written agreement of the Parties;
- b. Retirement, long-term disability, to the extent permitted by law, resignation or death of the Principal;
- c. Annulment, suspension, lapse, or revocation of Principal's certification issued by the Board of Education;
- d. Felony conviction or any conviction of crime of moral turpitude by the Principal;
- e. Violation of federal or state education laws, rules, or regulations, provided the Principal had actual or constructive knowledge of same;
- f. Finding of cause by the School Committee, which shall include but not be limited to the Principal's arrest, moral turpitude, falsification, misrepresentation, neglect of duty, incompetence, insubordination, failure to meet the performance standards set by the School Committee, or as established by School Committee policies, or failure to follow the School Committee's lawful direction or instruction. In the event of termination for cause, as set forth in this subparagraph (f), the Principal shall have such rights of appeal as are set forth in Chapter 12.1 of Title 16 of the General Laws of Rhode Island.

B. This Agreement shall terminate upon a vote of a majority of the School

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Committee for any other reason or cause, or for no reason or cause, in which case the Principal shall be relieved of all obligations hereunder, but the School Committee shall continue to provide to the Principal his salary and health insurance benefits, subject to usual employee contributions, for the full unexpired term hereof.

9. SUSPENSION

The School Committee may suspend the Principal immediately, with pay, for the good of the Woonsocket Education Department. The School Committee may suspend the Principal without pay upon a finding of cause subject to the process set forth in Chapter 12.1 of Title 16 of the General Laws of Rhode Island.

10. NOTICES

Written notices to be given under this Agreement shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below; except that, if any party gives written notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

TO THE HONORABLE LISA BALDELLI-HUNT

Michael Marcello, City Solicitor
Woonsocket City Hall
169 Main Street
Woonsocket, RI 02895

TO SCHOOL COMMITTEE

George Lacouture, Chair
Woonsocket School Committee
108 High Street
Woonsocket, RI 02895

TO Principal [Name]
[Home address]

11. SEVERABILITY

If any portion of this Agreement shall be found to be in conflict with any applicable federal, state, or local statute, rule, regulation or ordinance, then such portion shall be modified to give it the maximum possible effect consistent with law, and if any portion of this Agreement is otherwise declared invalid or unenforceable by a court or administrative tribunal, or other competent jurisdiction, then the validity or enforceability of the remaining portion of this Agreement shall not be affected thereby.

12. GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Rhode Island. In addition, any disputes arising under this Agreement shall be resolved in a forum within the State of Rhode Island having jurisdiction over the same.

13. HEADINGS

The headings in the Agreement are for convenience of reference only and shall be given no effect in the construction or interpretation of the Agreement.

14. WAIVER

The failure of either party to insist in one or more instances on strict performance of any of this Agreement's provisions, or to exercise or enforce any right, remedy or obligation under the Agreement, shall not be construed as a waiver or relinquishment of any right, remedy, or obligation, and the right, remedy, or obligation shall continue in full force and effect.

15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement sets forth the entire agreement of all the Parties concerning the employment of the Principal, and any oral or written statements, representations, agreements, or understandings made or entered into prior to or contemporaneously with the execution of the Agreement are superseded by this Agreement and are hereby rescinded, revoked, and rendered

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null and void. Only a written instrument duly executed by each Party may modify this Agreement.

16. ASSIGNMENT

The Agreement shall be binding upon the Parties hereto, and the successor, if any, to the Mayor of Woonsocket, but shall be personal to the Principal, and therefore may not be assigned by him or her.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year.

WITNESSED

DATE

Honorable Lisa Baldelli-Hunt
Mayor, City of Woonsocket

WITNESSED

DATE

NAME
Principal
Woonsocket Education Department