

**FITCHBURG PUBLIC SCHOOLS
HIGH SCHOOL PRINCIPAL'S CONTRACT OF EMPLOYMENT
JEREMY ROCHE**

This agreement is made between the parties, the Fitchburg School Committee of the City of Fitchburg by its Superintendent of Schools (herein sometimes called "School Department") and Jeremy Roche and is meant to describe the duties of the Principal and the Principal's other terms and conditions of employment, including but not limited to compensation and benefits.

This agreement made effective July 1, 2017 between the School Department and Jeremy Roche, hereinafter referred to as the Principal.

In consideration of the promises and mutual agreements and other consideration herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:**

The School Department hereby employs and the Principal is hereby assigned as Principal of Fitchburg High School, and the Principal accepts employment on the following terms and conditions.

2. **TERM:**

The Principal shall be employed for a period of five (5) years commencing on July 1, 2017 and expiring and thereby ending on June 30, 2022. The term of the contract for the Principal shall commence on July 1, 2017 and continue through June 30, 2022. The term may be extended on an annual basis by the Superintendent in his/her sole discretion and subject to the second paragraph of M.G.L. c. 71 Section 41, by a written amendment signed by the Principal and the Superintendent and attached as an addendum or in some other format (see Endnote) ⁱ.

3. **COMPENSATION:**

The Principal shall be paid bi-weekly based upon a 52-week annual salary for fiscal year 2018 commencing as of the effective date of this contract. The annual salary for the ensuing years of employment if any shall be determined by the Superintendent; however, the salary paid to the Principal may never decrease while in the current role as Principal of Fitchburg High School.

4. **BENEFITS:**

The Principal shall receive the same fringe benefits, including but not limited to individual or family group health and dental insurance, group life insurance and accidental death and dismemberment insurance, accorded to members of the School Department's teachers' association.

5. **DUTIES AND RESPONSIBILITIES:**

- A. Because the role of a building Principal as an instructional and institutional leader is a vital one, the Principal shall be the educational leader and shall competently manage and supervise the operation of the Principal's assigned school and its related school property, subject to the votes and directives of the Fitchburg School Committee if applicable and in any and all events subject to and under the supervision and direction of the Superintendent and in collaboration with and support of the Superintendent and also in accordance with the following sources of the Principal's

duties and authority, all of which the Principal is responsible for knowing the content of: the Principal's Fitchburg School Department job description as it may exist and be changed from time to time, the provisions of Massachusetts General Laws Chapter 71 Section 59B; the duties and obligations of the Principal under said General Laws Chapter 71 through 72 inclusive, also including the Principal's duties as to the evaluation and discipline of school employees and student discipline; the provisions of the Fitchburg School Committee Policy Book as it may be amended; pertinent School Department and school building policies and practices; and the pertinent provisions of the individual and collective bargaining contracts of School Department employees under the Principal's supervision.

- B. The Principal shall also be responsible for knowing the content of, the Committee's personnel policies and budgetary restrictions, and subject thereto, the Principal shall also be specifically responsible for hiring all teachers and other personnel assigned to the school as provided in M.G.L., Chapter 71, and as further amended by the Education Reform Act of 1993, and successive Acts, and for their dismissal and non-renewal as the case may be – also in any and all events subject to and under the supervision and direction of the Superintendent.
- C. At the inception of this Agreement the Principal is hereby assigned to Fitchburg High School. The Superintendent of Schools may, following consultation with the Principal, reassign or transfer the Principal to another position within the School Department.

6. **PROFESSIONAL DEVELOPMENT:**

- A. The need for continued professional development on the part of Principals in the School Department is recognized. This can be achieved in many ways such as taking of courses, attendance at workshops and conferences. At the close of each year a written summary of the professional development activities engaged in by the Principal, in compliance with a professional development plan during that year, shall be submitted to the Superintendent.
- B. In addition, the School Department shall reimburse the Principal for Superintendent-approved graduate or advanced degree course work up to \$5,000 a year, travel, attendance, and expenses of local, state and national professional conferences, publications, dues for membership in professional associations etc

7. **WORK YEAR:**

The work year shall consist of 220 days during the twelve-month period commencing each July 1. Such work year shall include days when school is scheduled to be in session. The Principal may also be required to work the one full week before the opening day of school and the one full week after the final day for staff. The scheduling of all other work days during the course of the contract year shall be at the discretion of the Principal but subject to the submission by the Principal of a written proposed schedule which is subject to the approval of the Superintendent, together with the requirement of working the days set forth above.

8. **HOLIDAYS:**

The Principal shall be entitled to all holidays recognized by the School Department and made available to any other School Department employees.

9. **SICK LEAVE:**

Principals are entitled to 17 days of sick leave per year. The Principal shall be entitled to seventeen (17) days on July 1 of each year. Sick leave usage must be approved and properly recorded in a timely manner. Sick leave unused in one year maybe carried over into subsequent years. All sick leave days will be computed for the first day of employment as a professional in the Fitchburg School Department prorated.

10. **DEDICATED SERVICE:**

In recognition of dedicated service to the children of Fitchburg, administrators including principals retiring under the provisions of the Massachusetts Teachers Retirement Act shall be eligible to obtain an increase in compensation during their final year of service by following the established procedure.

In case of death, the deceased administrator's beneficiary shall receive all compensation due the deceased under these provisions.

In order to allow for budgetary appropriations, administrators who intend to participate in this program will notify the Superintendent in writing, by January 1, of the calendar year in which they intend to retire. Their final year's salary shall be adjusted according to the formula set forth below:

For every day of attendance in excess of one hundred ninety seven (197) for Elementary School Principals and two hundred (200) for Middle School Principals and two hundred five for High School Principals in each year of service to the Fitchburg School System, a credit of one-twentieth (1/20) of one per cent (1 %) of the final year's salary shall be granted as a salary adjustment for the administrator's final year of service before retirement. Days off for educator's conferences, visiting days, or other days allowed by the Superintendent shall be considered as days in school. Sick leave, personal days, and any unauthorized absences are not considered days of service.

The notice requirement of this Article is intended for budget consideration and shall be waived in a case where unanticipated physical disability or unforeseen circumstances require retirement under the provisions of the Teachers' Retirement Act at a time earlier than originally contemplated.

11. **BEREAVEMENT LEAVE:**

Section 1. The Principal will be allowed up to three (3) consecutive days for each bereavement leave during the fiscal year, in any case of death in the immediate family. The term "immediate family" means the administrator's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, niece, nephew or relative actually living in the employee's household.

Section 2. These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family personal matters arising as a result of the death.

Section 3. An absence of one (1) day of bereavement to attend the funeral of the Administrator's brother-in-law, sister-in-law, grandparents of his/her spouse or aunt or uncle shall be granted.

12. **PERSONAL LEAVE:**

The Principal will be allowed, on a non-cumulative basis, four (4) days either in full or one-half (1/2) segments of paid personal leaves. Requests for personal leave must be made in writing to the Superintendent as soon as possible, forty-eight (48) hours before the absence occurs, whenever possible. Personal leave usage must be recorded in a timely manner. Such leave shall be allowed only when approved by the Superintendent. Personal leave may be extended upon application to and at the discretion of the Superintendent. Personal leave may not be used for the purpose of vacations.

13. **JURY DUTY:**

The Principal, when required to be absent from work because of jury duty shall continue to be paid regular salary during the time on jury duty. Absence from work because of jury duty will not adversely affect the retention and accrual of any benefits.

14. **CERTIFICATE:**

The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certificate or a currently approved waiver to act as Principal in the Commonwealth.

15. **PROFESSIONAL ACTIVITIES:**

The Principal may accept and be compensated for speaking, writing, lecturing or other engagements of a professional nature as the Principal sees fit, provided they do not derogate from the Principal's duties.

16. **COMMUNICATION:**

If any individual addresses the Superintendent in person or in writing or addresses the School Committee at an official meeting, and that individual makes a statement of complaint or criticism which cites the Principal, the Superintendent shall inform the Principal of said communication within seven days and offer the Principal the opportunity to arrange a conference with the Superintendent to discuss the entire matter, within seven days of said notification.

17. **REIMBURSEMENT FOR EXPENSES:**

The Principal shall be reimbursed for all reasonable and necessary and budgeted expenses incurred in the performance of the Principal's duties under this contract. All expenses shall be properly documented in a timely manner. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state and national meetings and conferences; mileage by personal car (exclusive of commute from personal home) at the prevailing rate for the School Department; legal fees incurred as a result of any action brought against the Principal which arises out of employment – with the exception of intentional torts and criminal actions.

18. **EVALUATION:**

A. The Superintendent will perform a periodic subjective evaluation or evaluations of the Principal, in a manner and by use of any evaluation method deemed acceptable to the Superintendent, it being expected but not required that current practice continue.

B. Failure of the Superintendent to perform said evaluation(s) shall not be deemed a violation of this contract and shall not prejudice or limit the Superintendent's right or discretion in making personnel decisions concerning the Principal under any provision of this contract or pursuant to the rights of the School Committee and the Superintendent under prevailing law.

While all direct monitoring or observation of the work performance of the Principal will be openly conducted with the full knowledge of the Principal, it is recognized that direct monitoring and observation are only part of the overall performance evaluation process and that the Superintendent may take into account any conduct or criteria which he deems relevant to the best interests of the pupils and staff.

No material derogatory to a Principal's conduct, service, character or personality will be placed in the Principal's Personnel Record file unless the Principal has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of the Principal's initial employment, and also documents of a "confidential" nature received prior to employment. The Principal will acknowledge having had an opportunity to review such material by signing the copy, to be

filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Principal will also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and attached to the file copy. The Principal shall be permitted under supervision to inspect the contents of said personnel folder in the personnel office, and to use the duplicating facilities to make copies of such contents and records as concern the content of said Personnel Record file.

19. TERMINATION AND DISCIPLINE:

A. In the event said Principal desires to terminate this contract before the term of service (as stated and defined above) shall have expired, the Principal may do so without penalty by giving at least sixty (60) days notice of said intention to the Superintendent. In the event the Superintendent or the School Committee desires to terminate the employment of and to dismiss the Principal prior to and before the term of service provided herein shall have expired, the Superintendent may accordingly dismiss the Principal and terminate said employment; but in such event the dismissal shall be for good cause as herein defined, namely and specifically any ground which is put forward in good faith in the discretion of the Superintendent – and which is not arbitrary, irrational or irrelevant to the improvement of performance and performance standards, or to the best interest of the pupils and to the interest of the building and maintaining of an efficient and effective school system; and provided further:

- (a) that in the case of dismissal or suspension prior to the expiration date of this contract or any amendment to it, the Principal has been provided with at least ten (10) days written notice of intent to so dismiss or suspend with an explanation of the grounds therefor in sufficient detail to permit the Principal to respond, and with documents relating to the grounds thereof; and with an opportunity within ten days after receiving such written notice to a meeting; with and review the decision with the Superintendent; and
- (b) that if the principal is not satisfied with the results of the meeting, he may seek review of the dismissal or demotion decision by filing a petition with the American Arbitration Association under its applicable rules. Except as provided herein, the procedures for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in M.G.L. 71 § 42; and
- (c) that in said petition for arbitration the principal shall raise, or by omission waive, any legal defense or claim available to him/her (except for claims which cannot by state or federal law be waived or deferred to voluntary and binding arbitration). Under no circumstances shall the arbitrator have the power to add to or detract from the terms and conditions of this contract, nor to make an award which is contrary to law, nor to award reinstatement, nor to award any punitive damages, nor to award any compensatory or remedial damages other than back pay damages for the balance of the contract (or any extended term thereof made in writing by the parties); and the arbitrator shall not award attorney's fees or costs nor interest to any award. These shall be the sole and exclusive rights and remedies of the principal; and
- (d) that in the case of notice to the Principal of counseling, warning, or reprimand, the Principal shall have the right to a meeting with the Superintendent within ten days of notice, in order that the Principal has an opportunity (with the assistance of counsel if elected) to review said action and to provide a written rebuttal for inclusion in said Personnel Record file if the Principal so chooses; and
- (e) that the Principal shall be suspended only in accordance with the provisions of M.G.L. c. 71

ⁱ End Notes:

See M.G.L. c. 71 §41: The initial contract with each individual school district shall be for not less than 1 year nor more than 3 years. The second and subsequent contracts shall be for not less than 3 nor more than 5 years unless: (i) said contract is a 1 year contract based on the failure of the superintendent to notify the principal of the proposed nonrenewal of his contract pursuant to this contract; or (ii) both parties agree to a shorter term of employment. Notwithstanding the past employment conditions of a school principal, the conditions established by this paragraph shall apply to the initial contract of each school principal. Failure of the superintendent to notify a principal of the proposed nonrenewal of his contract at least sixty days prior to the expiration date of such contract shall automatically renew the contract for an additional one year period.