

AGREEMENT BETWEEN
Christopher Fournier and West Boylston Public Schools
July 1, 2015-June 30, 2018

THIS AGREEMENT is made this 6th day of April, 2015, by and between the WEST BOYLSTON PUBLIC SCHOOLS, hereinafter referred to as the "school system", and Christopher Fournier hereinafter referred to as the Secondary Principal. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** Pursuant to the provisions of Chapter 71 of the General Laws of the Commonwealth of Massachusetts, the West Boylston Public Schools hereby employ Christopher Fournier as Secondary Principal for the public schools of West Boylston, Massachusetts in compliance with provisions of Chapter 71 of the laws of the Commonwealth pertaining to the employment of school personnel.

Employment shall be for a three-year term commencing on July 1, 2015, and ending on June 30, 2018. If the Superintendent fails to notify the Principal of the non-renewal of this agreement or any subsequent agreement at least sixty days prior to its expiration, it shall be automatically renewed for an additional one year period.

Nothing in this Agreement shall preclude the Committee from dismissing the Secondary Principal for any cause set forth in Section 41/42 of Chapter 71 of the Massachusetts General Laws during the term of this Agreement. The Secondary Principal hereby accepts said employment on the following terms and conditions:

2. **COMPENSATION:** The Secondary Principal shall be paid an annual salary of \$112,000 for the period July 1, 2015 to June 30, 2016; \$117,070 the period July 1, 2016 to June 30, 2017; and \$119,411 for the period July 1, 2017 to June 30, 2018. It is agreed that compensation may be reviewed and may be adjusted at the discretion of the Committee. It is further agreed that the Committee may increase the foregoing annual salaries, upon review of the Secondary Principal's duties and/or performance, at any time during the term of this Agreement. Compensation is predicated upon a twelve (12) month work year, inclusive of paid holidays and exercise of vacation benefits.

3. **TERMINATION:** In the event that said Secondary Principal desires to terminate this Agreement before the term of service shall have expired, he may do so by giving at least ninety (90) days' notice of his intention to the Superintendent.

4. **DUTIES:** The Secondary Principal shall perform faithfully, to the best of his ability, the duties of the position as defined generally by the job description established by the School Committee for that purpose. All duties shall be discharged in compliance with such Massachusetts General Laws as may apply. The Secondary Principal recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the West Boylston Public Schools.

5. **CERTIFICATE:** The Secondary Principal shall furnish and maintain throughout the term of his contract a valid and appropriate certificate qualifying his to act as Secondary Principal in the Commonwealth of Massachusetts as required by M.G.L. c. 71, s. 38G.

6. **REIMBURSEMENT FOR EXPENSES:** The school system shall reimburse the Secondary Principal for all expenses reasonably incurred in the performance of his duties under this contract, including but not limited to mileage to and from the Secondary Principal's residence to the Town of West Boylston for second trips (i.e., trips other than commuting to work during normal business hours) for attendance at School Committee meetings and other school-related events and activities. Such expenses shall also include costs of transportation, meals, room, and fees for attendance at appropriate local, state, and national meetings and conferences, and other directly related business expenses which, in the Secondary Principal's professional judgement, serve to enhance his performance and skills, provided, however, that travel must be approved in advance by the Superintendent in order to be reimbursable. The school system shall, upon proof of successful completion of academic courses and payment of tuition costs and related expenses, reimburse the Secondary Principal for tuition costs and related expenses for such courses in an amount not to exceed \$1,000 per contract year. Benefits paid in total under this clause shall not exceed two thousand dollars (\$2,000) per year total for all school system administrators, and shall be allocated on a first-come basis.

7. **FRINGE BENEFITS:** The Secondary Principal shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to other professional School Department employees. Additional benefits shall be expressly provided for by contract.

8. **ANNUAL VACATION:** The Secondary Principal shall receive thirty (30) working days as annual vacation, exclusive of legal holidays. The Secondary Principal shall start his annual services each July 1st with earned vacation time of thirty (30) days and such vacation time shall be cumulative not to exceed 60 days. Should the Secondary Principal wish to utilize vacation time on a day in which school is in session, such use must receive the prior approval of the Superintendent. Upon severance from service, the Secondary Principal shall be compensated for cumulative vacation days not to exceed a total of twenty (20) such days. The value of such compensation shall be calculated with a per diem based upon a 260-day work year. The total severance payment may be made in two (2) equal installments in the two fiscal years following severance of service if mutually agreed to by the Secondary Principal and the District.

9. **SICK LEAVE:** The Secondary Principal shall be entitled to sick leave in an amount equal to, but not in excess of, twenty (20) days of sick leave for each twelve month period of this Agreement. Unused sick leave shall be cumulative. In the event of

catastrophic illness, the School Committee may, in its sole discretion, grant an additional extension of such sick leave for an additional period, but will grant as a minimum twenty (20) such days.

Upon retirement from the West Boylston Public Schools, the Secondary Principal will receive \$12 per day for unused sick days in excess of 50, up to 150 accumulated days (100 day buy back maximum).

10. **OTHER LEAVE:** The Secondary Principal shall be entitled to additional leave benefits as follow: compassionate leave - four (4) days; personal business - two (2) days; educational leave - consistent with that provided to teachers by contract.

11. **EVALUATION OF PERFORMANCE:** The Superintendent shall evaluate the Secondary Principal in alternating years in accordance with prescribed School Committee policy, as amended from time to time, such policy presently set forth in School Committee Policy AFB and in keeping with the provisions for Educator Evaluation in the Commonwealth of Massachusetts. The Secondary Principal may be terminated for good cause. As used herein, good cause shall mean any grounds put forward by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the phrase "good cause" other than the definition appearing immediately above and arbitration review shall be limited to the question of whether such grounds were put forth in good faith.

12. **PERFORMANCE INCENTIVE:** The Secondary Principal shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Secondary Principal. Further, the Secondary Principal may participate in a performance incentive program that provides the following:

- A. The Secondary Principal may annually select a target of significant substance, which addresses a school system need of consequence. The Secondary Principal may develop, with the Superintendent, a list of tasks, a timeline, and evaluative criteria, which can effectively be used to measure results.
- B. Approval of such projects must be obtained from the Superintendent who shall bear responsibility for assuring project quality and proper results verification as well as implementation of this Performance Incentive program in its entirety.
- C. Upon successful completion of the selected target project, as verified by the Superintendent, the Secondary Principal will receive a \$500 merit stipend in June of the school year.

13. **INDEMNIFICATION:** The School Committee hereby indemnifies and shall at all times defend, save and hold harmless from any and all demands, claims, actions, suits and legal proceedings, and attorney fees, if any, brought against the Secondary Principal in his individual capacity, or in his official capacity, as an agent or employee of the Town of West Boylston, provided the incident, event or facts giving rise to the legal action arose while the Secondary Principal was acting within the scope of his employment and was acting neither maliciously, nor with gross negligence, subject also to the limitations in Massachusetts General Laws Chapter 258,

section 9. This indemnification shall endure and survive the expiration of the employment contract between these same parties. Notwithstanding any other language or provision in this Agreement or elsewhere, this indemnification shall **not** be effective or binding on the Town or School Committee unless the Secondary Principal provides reasonable cooperation to the Town or School Committee and their legal counsel in the defense of any claim or litigation arising out of such incident, event or facts occurring during his employment or service as Secondary Principal.

14. **ENTIRE AGREEMENT:** This document, and School Committee policy GCBA by incorporation, embody the whole Agreement between the West Boylston Public Schools and the Secondary Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained therein. The Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

15. **INVALIDITY:** If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

16. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 6 day of April in the year Two Thousand and Fifteen.

WEST BOYLSTON PUBLIC SCHOOLS

By Eleanora Schaper
Superintendent of Schools

Christophe P. Fournier
Administrator