



**PENTUCKET REGIONAL SCHOOL DISTRICT**

OFFICE OF THE SUPERINTENDENT  
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WEST NEWBURY

Justin Bartholomew, Ed.D.  
*Superintendent*

Brent Conway  
*Assistant Superintendent*

Greg A. Labrecque  
*Business Manager*

Michael A. Jarvis, Ed.D.  
*Director of Supplemental and Intensive Services*

**PENTUCKET REGIONAL SCHOOL DISTRICT**

School Admin

Contract - TEMPLATE

**CONTRACT OF EMPLOYMENT**

**FOR ELEMENTARY SCHOOL PRINCIPAL**

**THIS AGREEMENT**, made and entered into on this 4<sup>th</sup> day of June 2021, by and between the **PENTUCKET REGIONAL SCHOOL DISTRICT** (hereinafter, the "District"), acting by and through its Superintendent of Schools who acts hereunder in his official capacity only and without any personal liability to himself, and **PRINCIPAL** (hereinafter, the "Principal").

**WITNESSETH:**

**WHEREAS**, the District is authorized by Massachusetts General Laws Chapter 71, §41 to enter into an employment contract with its School Principal concerning the terms and conditions of employment; and,

**WHEREAS**, the District desires to employ the services of ~~██████████~~ as Principal in the Pentucket Regional School District;

**WHEREAS**, it is the desire of the District to describe and define the job duties and job responsibilities of the Principal, fix his salary, and provide for benefits and working conditions and,

**WHEREAS**, **PRINCIPAL** represents that he is qualified and capable of performing the duties and responsibilities of said position;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the District and **PRINCIPAL** agree as follows:

## **Section 1 – Employment**

The District hereby agrees to employ [REDACTED] as Principal of the [REDACTED] and [REDACTED] hereby accepts employment for the period commencing July 1, 2021 and terminating on June 30, 2024, subject to the terms and conditions hereinafter provided.

## **Section 2 – Term**

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Contract shall commence on July 1, 2021 and end on June 30, 2024 unless sooner terminated in accordance with the provisions hereof.

## **Section 3 – Duties and Responsibilities**

The Principal, subject to the supervision and direction of the Superintendent, shall diligently, faithfully, and competently perform the duties and responsibilities of the position as set forth in the job description attached hereto as Exhibit A, as well as those duties and responsibilities imposed upon or required of him under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Pentucket Regional School District Committee, the directives of the Superintendent of Schools, and the provisions of this Contract. The Principal shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

## **Section 4 – Work Year and Hours of Work**

### **A. Work Year**

The Principal's work year will be twelve (12) months, commencing July 1 and ending on June 30.

### **B. Hours of Work**

The Principal shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Principal may have to expend additional time beyond the normal work day and he agrees to do same as is required. Such

additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Principal shall attend evening, emergency or such other meetings or conferences as requested by the School Committee and/or the Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

#### **Section 5 – Certification/Licensure**

The Principal shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate/license qualifying him to serve as a school principal, as required by M.G.L. Chapter 71, Section 38G and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The Principal agrees that maintenance and possession of a valid and appropriate certificate/license is a condition of continued employment. The Principal agrees to advise the Superintendent immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

#### **Section 6 – Medical Examination**

The Principal may be required to submit to a medical examination once each year during the life of this Contract, the cost of which shall be borne by the District, and shall file or cause to be filed with the Superintendent an appropriate physician's certification of his ability to fulfill the duties of the position of Principal for the Pentucket Regional School District. This provision may be waived by the Committee in its sole and absolute discretion.

#### **Section 7 – Compensation**

Effective July 1, 2021, the Principal shall be paid a total annual salary of \$110,000 payable in equal installments consistent with the normal payroll practices applicable to all employees of the Pentucket Regional School District. Effective July 1, 2022, and July 1, 2023 the increase in salary will be based on the evaluation not to exceed 2.5%.

#### **Section 8 – Fringe Benefits**

The Principal shall be entitled to the following benefits for the term of this Contract:

**A. Sick Leave**

1. The Principal shall be entitled to fifteen (15) paid sick days during each contract year, earned at the rate of one and one-half (1.50) day for each month worked. Sick days may be used for the Principal's own personal illness or injury or to care for family/household members, as needed, within his accumulated sick leave. Sick days not used in the year in which it is earned shall be accumulated for use in subsequent years to a maximum of one hundred and twenty-five (125) days.
2. The Principal shall provide the Superintendent or his designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Superintendent may require.
3. The Superintendent may require, at any time during the term of this Contract, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written diagnosis, prognosis and/or statement of ability to return to duty by an appropriately licensed physician or other professional of the Superintendent's choice.
4. After utilization of all accrued sick leave for illness, the Principal may request, and the Superintendent may grant, an extension of leave, paid or unpaid, upon such terms as the Superintendent deems appropriate.
5. Upon termination of this Contract or upon separation of the Principal from employment, regardless of the reason therefore, all unused sick time remaining shall be forfeited and is not subject to buy back under any circumstances.

**B. Vacation:**

1. On July 1 of each year of this Contract, the Principal will be granted twenty (20) days as annual paid vacation which will be prorated in the event this Contract and the Principal's employment terminates prior to the end of a contract year. Use of said vacations days shall be subject to the prior approval of the Superintendent.
2. The Principal shall be allowed to carry-over up to five (5) unused vacation days from any one contract year to the next. The Principal shall notify the Superintendent of his intentions in this regard on or before June 15 of each year. Unused vacation days may not be accumulated

from contract year to contract year, except as otherwise specified above, but will be surrendered and shall have no cash redemption value.

**C. Holidays**

The Principal shall be entitled to all holidays as observed by the Pentucket Regional School District Central Office.

**D. Personal Days:**

Up to three (3) days of personal leave without loss of pay may be granted during the contract year to be used for personal affairs that cannot be conducted during non-work hours. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused personal time may not be accumulated from contract year to contract year, but shall be forfeited at the conclusion of the contract year.

**E. Bereavement Leave:**

In the event of death in his immediate family, the Principal shall be allowed up to five (5) consecutive days of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, children, grandchildren and any relative living in his household.

Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of his family.

For such leave without loss of pay, advance notice must be given to the Superintendent.

**F. Jury Duty:**

In the event the Principal is called to serve as a juror during the term of this Contract, he will continue to receive his regular compensation; however, the Principal will reimburse the District for any compensation received from the Court in excess of reimbursement for expenses.

**G. Insurances:**

The Principal is entitled to all insurance benefits (medical, hospital and life), at the same premium contribution rates, as are currently provided by the Pentucket Regional School District to its employees. The District reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Principal agrees to accept any such changes which are made by the District.

**H. Contributory Retirement Plan:**

The Principal will be a member of the Teachers' Contributory Retirement System as required by M.G.L. c.32, §2.

**I. Professional Activities:**

The Principal may be granted up to three (3) days leave without pay per contract year for professional activities, which may include speaking, writing, lecturing or other engagements of a professional nature as he sees fit; provided they do not derogate from his duties as Principal or impose a financial burden upon the District. The Principal will provide advance notice to the Superintendent of all such activities.

**Section 9 – Performance and Relationship with the Superintendent and School Committee**

A. The Principal will fulfill all aspects of this Contract. Any exceptions thereto must be by mutual agreement between the Superintendent and the Principal in writing. The School Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The Principal is fully responsible for implementing the policies so established subject to the direction of the Superintendent.

B. The Principal must inform the Superintendent of his intended use of vacation or sick time, professional duties requiring out of town travel and/or any other circumstances that would result in the Principal's absence. In the event of an absence of more than five (5) calendar days, the Superintendent may appoint an Acting Principal. The duration of any acting appointment will be subject to applicable law and the policies of the School Committee.

## **Section 10 – Performance Evaluation**

A. The Principal shall be evaluated on an annual basis consistent with the purposes in 603 CMR 35.01(2), using the Massachusetts Model System for Evaluation for Administrators, including but not limited to the DESE Model contract language and rubric for School Level Administrators. The Principal and the Superintendent shall meet, no later than September 15, 2021 to review the evaluation process.

Nothing contained herein shall limit the Superintendent from discussing and/or reviewing the Principal's performance at any time during the term of this Contract. Failure by the Superintendent for any reason to evaluate the Principal shall not be considered a material breach of this Contract.

B. No derogatory material relative to the Principal's conduct, character, service or personality will be placed in his personnel file unless the Principal has been provided with a copy of such materials. The Principal will also have the right to submit a written response to such material and his response(s) shall be reviewed by the Superintendent, attached to the file copy, and be placed in the personnel file.

C. The Principal shall be permitted to inspect the contents of his personnel file and, upon written request, receive one copy of every document contained in said file.

## **Section 11 – Termination of Contract by Principal**

In the event that the Principal desires to terminate this Contract before the term of service shall have expired, he may do so by giving at least ninety (90) calendar days written notice of his intention to the Superintendent. In such an event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. In the event that such notice is given by the Principal, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The Principal acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

## **Section 12 – Discipline and Termination of Contract by Superintendent**

### **A. Discipline:**

This Agreement and the continued employment of the Principal is subject to the applicable provisions of M.G.L. c.71, §41, and 42D, relative to suspension, demotion, and dismissal. In the event of termination of the Principal under this provision, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

### **B. Termination of Contract by Mutual Agreement:**

This Contract may be terminated at any time by mutual agreement of the Superintendent and the Principal. In the event that such agreement is reached, the rights, duties and obligations of the parties hereto shall cease and be determined as of the end of business on the agreed upon termination date.

## **Section 13 – Notice of Non-Renewal of Employment**

Failure of the Superintendent of Schools to notify the Principal of the non-renewal of this Contract at least sixty (60) days prior to its expiration shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to the Principal, this Contract will automatically terminate on June 30, 2024 and the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

It is expressly understood and agreed that the non-reappointment of the Principal upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this Contract and that the requirements thereof shall not be applicable in such circumstances.

## **Section 14 – Warranty of Credentials**

The Principal warrants the validity of the credentials and experience represented to the Superintendent in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Contract and the Principal's employment.



### **Section 15 – State Ethics Laws**

The Principal is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of his job duties and responsibilities.

### **Section 16 – Criminal Background Checks**

Prior to the commencement of the contract term, the Principal shall authorize and the Superintendent shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. The Principal shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this Contract as may be required by law or School Committee policy. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in his sole discretion, renders the Principal unqualified or otherwise unfit for the position of Principal, then this Contract will become null and void with no further obligations or recourse to the parties.

### **Section 17 – Indemnification**

The School Committee agrees to provide indemnification and legal defense of the Principal in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Principal will cooperate with the District, its attorneys and agents in all matters relating to said claim.

### **Section 18 – Salary Deductions**

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and will conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirements provisions, and any other deductions authorized by the Principal and agreed upon by the parties or required by law.

**Section 19 – Entire Agreement**

This Contract embodies the whole agreement between 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 Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

**Section 20 – 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.

**Section 21 – Law Governing**

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**Section 22 – Counterparts**

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 THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 4<sup>th</sup> day of June in the year 2021.

**PENTUCKET REGIONAL SCHOOL  
DISTRICT**

By:

  
\_\_\_\_\_

Dr. Justin Bartholomew  
Its Superintendent  
Duly Authorized

  
\_\_\_\_\_  
Principal