

EMPLOYMENT AGREEMENT

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT

AND

«Admin_Fname» «Admin_Lname»

«Contract_Year»

The Spencer-East Brookfield Regional School District (the “School District”), acting by and through its Superintendent of Schools, and «Admin_Fname» «Admin_Lname» (the “«Title»”), hereby agree, pursuant to Section 41 of Chapter 71 of Massachusetts General Laws, to an employment agreement as follows:

1. Office «Admin_Fname» «Admin_Lname» will serve as a Principal in the Spencer-East Brookfield Regional School District. The Principal agrees that he/she shall perform competently and professionally, in good faith, the duties and responsibilities of Principal as provided for by the Massachusetts General Laws, the policies of the School Committee, and the directives of the Superintendent of Schools.

2. Assignment. At the inception of this Agreement, the Principal shall be assigned to «School». The Superintendent of Schools may, at his discretion, reassign the Principal to any other school in the School District.

3. Term. The term of this Agreement will be for a three-year period commencing «Contract_Year» unless further extended or previously terminated as provided in this Agreement. *[Note: MGL c.71, s.41 provides that the initial contract shall be for not less than 1 year nor more than 3 years; second and subsequent contracts shall be for not less than 3 nor more than 5 years unless: (1) said contract is a 1 year extension based on failure to notify the principal of nonrenewal; or (2) both parties voluntarily agree to a shorter term. However, the School Committee policy provides that contracts for Principals shall not be for more than 3 years.]*

4. Reporting Relationship. The Principal will report to, and be supervised by, the Superintendent of Schools.

5. Duties and Responsibilities.

(a) The Principal shall be the educational leader and manager of the assigned School and shall direct the operation and management of the School and School Property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the District Personnel Policies and budgetary restrictions and subject to the approval of the Superintendent for hiring all teachers, instructional or administrative aides, and other personnel assigned to the School, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993, any other relevant law and any applicable collective bargaining agreement or School District policy.

(b) The Principal shall work with the central administration and with the faculty and staff, and the parent body of the School, to develop the distinctive educational program of the School, including the School's educational organization, staffing and parent involvement mechanisms.

(c) As a condition of employment, the Principal must submit annually, a statement of goals and a multi-year educational plan for the School to which he/she is currently assigned prior to April 1 of each calendar year.

(d) The Principal shall faithfully and effectively perform such duties and responsibilities as called for by the following:

- (i) M.G.L. c. 71 (as amended by the Education Reform Act of 1993);
- (ii) Policies of the School Committee;
- (iii) Directives of the Superintendent of Schools or designee;
- (iv) The School's annual School Improvement Goals;
- (v) The regulations and requirements of grants or special or mandated programs; and
- (vi) The Principal's performance evaluation and objectives.

(e) The Principal shall faithfully and effectively perform such duties and responsibilities as may be assigned, including but not limited to the following:

- (i) To provide educational leadership to the students and faculty of the School;
- (ii) To provide a School environment that is conducive to student learning and development;
- (iii) To promote academic excellence and achievement;
- (iv) To keep the Superintendent informed on a regular basis of the activities and any incidents at the Principal's School;
- (v) To prepare the annual School budget;
- (vi) To maintain Student Accounts;
- (vii) To inspire the students and faculty and to maintain good School morale;
- (viii) To provide a positive role model to students and faculty;
- (ix) To maintain adequate books and records;
- (x) To schedule and assign students and faculty;
- (xi) To perform the duties of the School's Appointing Authority;
- (xii) To organize the class schedules and courses;
- (xiii) To evaluate teachers and staff;
- (xiv) To work with the School Council;
- (xv) To coordinate the educational program and activities of the School;
- (xvi) To supervise the staff; and
- (xvii) To represent the School to the public and parents.

(f) *Employee Status.* The Principal acknowledges that he/she is deemed an exempt employee for the purposes of the Fair Labor Standards Act and Chapter 151 of the Massachusetts General Laws.

6. Salary:

(a) For the period of «Contract_Year», the School District will pay the Principal a salary, which if annualized would equal \$«New_Salary»¹, less all lawful withholdings and deductions.

(b) Per diem rate shall be 1/221.

¹ Pending School Committee approval of the FY20 Budget.

(c) The salary stated herein shall not be reduced below the amount received by the Principal in the previous contract year provided, however, that a Principal's salary may be reduced upon his or her demotion, administrative reorganization or a transfer to another school or position.

7. Annual Work Year.

(a) The Principal's work year will consist of 221 paid work days, which, unless otherwise approved by the Superintendent, will include the days that teachers are required to be in school², the ten days immediately preceding the opening of school in the fall and the ten days immediately following the close of school in the summer, and 19 days to be mutually agreed upon by the Principal and the Administration, unless otherwise approved by the Superintendent. The Principal, in consultation with the Superintendent will schedule the remaining days to be off without pay when school is not in session.

(b) Any time off by the Principal during the school year may only be taken when the students and teachers are not in school and will require ten (10) working days notice and prior approval of the Superintendent. Notice of proposed work commitment schedule for each school year must be submitted to the Superintendent by July 1st. The Superintendent may grant authorization for time off on shorter notice as the situation may warrant.

(c) With the advance approval of the Superintendent, the Principal may take up to three days off without pay during the 182 days that teachers are in school and/or the ten day periods immediately before and following the school year, so long as he/she works a commensurate number of alternative days during that fiscal/contract year, to be scheduled in consultation with the Superintendent.

(d) The Principal shall keep the Superintendent and/or his designee informed, at all times, of the Principal's work and leave schedules.

8. Benefits. The Principal is eligible to receive benefits provided to School District Administrators, as may be amended from time to time at the sole discretion of the School District. Modification of such benefits shall not constitute a breach of this Agreement or any

² If the number of teacher work days are increased, the Principal shall work all such days as part of his/her 221 annual work day requirement.

extension thereof and the School District reserves the right to change, amend or end benefits. In the event of any direct conflict between this Agreement and any practice of the School District related to Administrator benefits, the provisions of this Agreement shall prevail.

(a) *Sick Leave.* The Principal will earn sick leave at the rate of one and one-half (1-1/2) days per month, cumulative to a maximum of one hundred forty-five (145) days. Accumulated sick leave shall be credited to the Principal on July 1 of each fiscal year, if applicable.

The School District reserves the right to require medical documentation and verification as a condition of payment for sick leave.

(b) *Personal Leave.* The Principal will be entitled to three (3) days of personal leave per fiscal year. Personal leave may not be used immediately before or after any other authorized leave for the purpose of extending the authorized leave. Personal days are intended for events which cannot be taken care of during non-school time. The Principal will coordinate his/her use of such personal leave with the Superintendent. Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and at least forty-eight (48) hours except in case of emergency in the judgment of the Superintendent. All requests must be approved by the Superintendent or his designee. This leave shall not be deducted from the Principal's accumulated sick leave.

(c) *Bereavement Leave.* The Principal will be entitled to bereavement leave of up to ten (10) consecutive working days in the event of the death of his/her spouse; five (5) consecutive working days in the event of the death of his/her mother, father, child or a relative living in the Principal's household for a period of two or more years; and up to three (3) consecutive working days in the event of the death of his/her brother, sister, mother-in-law, father-in-law, or any other relative living in his/her household. The Principal will also be entitled to one (1) day per fiscal year of bereavement leave to attend the funeral in the event of the death of any other relative, including grandparents, grandchildren, aunts, uncles, nieces, nephews, sister-in-law, and brother-in-law. This leave shall not be deducted from the Principal's accumulated sick leave.

In case of a death of any other member of the Principal's family or that of a close, personal friend whose funeral the Principal feels obligated to attend for a full day, a personal day may be taken. The Superintendent's approval is required.

(d) *Professional Development/Tuition Reimbursement.* The Principal is eligible to receive tuition reimbursement of up to \$800 for courses taken in a related field at an accredited college or university of his/her choice, approved in advance by the Superintendent. Tuition reimbursements will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be limited to one course per fiscal year, upon proof of successful completion of such course.

(e) *Expense Reimbursement.* The Principal shall be reimbursed for all reasonable and necessary expenses incurred in the performance of his/her official duties in accordance with the laws of Massachusetts and the policies of the School Committee. Whenever required to travel, Principals shall be reimbursed based on the current IRS mileage rate per mile. Principals will also be reimbursed for reasonable and necessary expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions which have been approved in advance by the Superintendent.

(f) *Health Insurance.* During the term of this Agreement, the Principal shall be eligible for health insurance, as may be amended from time to time, as are available to non-bargaining unit employees of the of the School District. The premium cost paid by the Principal shall be in accordance with District policy. The School District currently pays 70% of the cost of such insurance and the Principal is responsible for the balance of 30%.

(g) *Life Insurance.* During the term of this Agreement, the Principal shall be eligible to receive life insurance in the amount of \$20,000. The premium cost paid by the Principal shall be in accordance with District policy.

(h) *Other Benefits.* The Principal will be entitled to all other general benefits available to non-bargaining unit employees of the School District which are not covered by, or inconsistent with, the provisions of this Agreement.

9. Evaluation. The Principal will be given an annual evaluation by the Superintendent.

10. State Retirement System. The Principal shall be a member of the state retirement system as provided under Chapter 32 of the Massachusetts General Laws.

11. State Certification. The Principal shall have, and maintain, a state certification of Principal during the term of this Agreement.

12. Termination of Agreement.

(a) *Termination.* During the term of this Agreement, if the Principal has completed three (3) consecutive full years of service to the School District, the School District may terminate the employment of the Principal for good cause, otherwise he/she shall be considered an employee at-will and may be terminated without cause.

In the event the School District intends to terminate the Principal during the term of this Agreement, it shall provide the Principal with written notice of intent to dismiss and the opportunity to review the notice of intent to dismiss with the Superintendent within fifteen (15) days of receipt of the notice. The notice of intent to dismiss shall include the reasons for the proposed action. In all respects, this paragraph shall be interpreted to be consistent with Massachusetts General Laws Chapter 71, Section 41 and shall not be interpreted to create any additional rights or obligations beyond those established pursuant to said Section 41.

(b) *Resignation by the Principal.* The Principal has the right to terminate the Principal's employment upon ninety (90) days' prior written notice to the Superintendent of Schools.

(c) *Mutual Consent.* This Agreement and the Principal's employment may be terminated at any time by mutual consent of both parties.

(d) Termination of the Principal's employment shall terminate this Agreement.

13. Renewal. In the event the School District decides not to renew the Principal's employment with the School District at the expiration of this Agreement, the Superintendent

shall provide the Principal with written notice of such intention not later than sixty (60) days prior to the expiration date of this Agreement.

14. Notices. Notices pursuant to the Agreement shall be given by United States Mail, postage prepaid. Alternatively, notices required pursuant to the Agreement may be personally served. Notice shall be deemed given as of the date of personal service or three (3) days after the date such written notice is deposited into the United States Mail service. Notices given by first-class mail pursuant to this Agreement shall be addressed as follows:

TO THE SCHOOL SUPERINTENDENT:

Dr. Paul S. Haughey

Superintendent of Schools

Spencer-East Brookfield Regional Schools

306 Main Street

Spencer, MA 01562

TO THE PRINCIPAL:

«Admin_Fname» «Admin_Lname»

c/o «School»

Spencer-East Brookfield Regional Schools

15. Consultation; No Representation. The Principal acknowledges that he/she has had a full and complete opportunity to consult with counsel of his/her own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Principal concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

16. Completeness. This Agreement constitutes the entire agreement between the School District and the Principal and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the Superintendent and the Principal.

17. Severability. If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no way be affected, impaired or invalidated, so long as the same continues to fairly reflect the

intentions of the parties. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

18. Interpretation. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, and enforced by the courts located in the Commonwealth of Massachusetts.

This Agreement has been duly executed by the Principal and the Superintendent of Schools.

PRINCIPAL:

SPENCER-EAST BROOKFIELD REGIONAL
SCHOOL DISTRICT:

«Admin_Fname» «Admin_Lname»
Principal, «School»

Dr. Paul S. Haughey
Superintendent of Schools

Date

Date