

Acushnet Public Schools
CONTRACT FOR EMPLOYMENT

FORD MIDDLE SCHOOL PRINCIPAL

This Contract of Employment (hereinafter "the Contract") is made this 3rd day of April, 2017 between the Superintendent of Schools, (hereinafter referred to as "the Superintendent"), acting on behalf of the Acushnet Public Schools, and _____ (hereinafter referred to as "the Principal").

In consideration of the promises herein contained, the parties hereto agree as follows:

1. **EMPLOYMENT:** The Superintendent hereby employs **the Principal, and the Principal** accepts employment as a Principal, subject to the following terms and conditions. The Principal is hereby assigned to the Ford Middle School; nevertheless it is expressly understood and agreed that the Superintendent may, at any time after consultation with the Principal, in the Superintendent's sole discretion, transfer or reassign the Principal, temporarily or permanently, to another equivalent administrative position within the District.
2. **COMPENSATION:** The Acushnet School Committee hereby agrees to pay the Principal an annual salary of ninety-five thousand and five hundred dollars (**\$95,500**) for her services as the Principal for the period from July 1, 2017 and ending on June 30, 2018. In the event that the Principal works less than a full work year as defined in Section Four, her compensation identified in this paragraph shall be pro-rated accordingly. The Principal will be paid in bi-weekly installments on the payroll system in place with the Town. The financial terms for subsequent fiscal years covered by this Agreement shall be negotiated on an annual basis and incorporated as part of this Agreement.
3. **TERM OF AGREEMENT:** The term of this contract shall commence on July 1, 2017 and continue through June 30, 2018. If the Superintendent does not notify the Principal at least one hundred and fifty (150) calendar days prior to the stated expiration date that he/she does not intend to renew this agreement, it shall be renewed for one (1) additional fiscal year beginning on July 1, 2018.
4. **WORK YEAR:** The work year shall be twelve (12) months and constitute a fiscal year. The Principal shall be entitled to all of the legal holidays observed by the Acushnet School Department. In addition, the Principal shall receive twenty (20) days of vacation per fiscal year in the manner set forth herein. The Principal shall earn vacation on a monthly basis, earning one-twelfth (1/12) of her annual vacation each month. For the mutual convenience of the parties, the Principal's annual vacation amount shall be advanced to the Principal at the start of the fiscal year, subject to the understanding that if the Principal's employment with the District is terminated during a year by layoff, resignation, dismissal or retirement and the Principal has utilized more than her earned vacation leave, the Principal shall reimburse the

Committee for the value of the unearned days taken. All requests for vacation leave shall be approved by the Superintendent in advance. It is further understood that the Principal will be able to carry over up to five (5) unused vacation days in any given fiscal year covered by this Agreement, with the further understanding that in no year will the Principal's vacation day balance exceed twenty-five (25) days.

5. **WORK DAY:** The Principal shall work the number of hours necessary to perform all the duties and responsibilities of the position but in no case shall the workday consist of less than eight (8) hours per day Monday through Friday. The Principal will attend evening, emergency or other such meetings or conferences as requested by the Superintendent, including meetings of Town Boards and Committees.
6. **DUTIES:** The Principal will report directly to the Superintendent of Schools and shall perform faithfully all the duties and responsibilities as outlined in the job description for the Principal and any relevant statutes and regulations, including but not limited to, M.G.L., c. 71. In addition, the Principal shall carry out any and all duties and responsibilities assigned to her or expected of her by the Superintendent of Schools or pursuant to the policies, procedures, practices or regulations of the Employer. The Principal shall devote her entire time, attention and energy to duties during normal business hours and shall not during the term of the Agreement be engaged in any other business activity whether or not such business activity is pursued for gain, profit, or other pecuniary advantage during said normal business hours. Other activities of a professional nature may be authorized during normal business hours at the sole discretion of the Superintendent.
7. **CERTIFICATION:** The Principal shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying her to act as Principal pursuant to M. G.L. c. 71, ss. 38G.
8. **FRINGE BENEFITS:** The Principal shall be entitled to the following fringe benefits:
 - A. **INSURANCE:** The Principal shall be entitled to group medical, health and life insurance as is currently available to Town employees upon payment of the Principal's share of the premium(s).
 - B. **SICK LEAVE:** The Principal shall receive on July 1 of each calendar year, eighteen (18) days of sick leave with a maximum accumulation of sick days of two hundred (200) days. The Principal will be allowed to use five (5) of her eighteen (18) sick days per fiscal year in cases of family illness of a spouse, child, or parent. These family sick days shall be documented and a copy sent to the Central Office to be filed. Upon retirement, and if the Principal has successfully completed a minimum of ten (10) years of service in the Acushnet Public Schools, the Principal will receive in one lump sum at the time of retirement, thirty dollars (\$30.00) for each unused day of accumulated sick leave, limited to 200 days.
 - C. **PERSONAL DAYS:** The Principal shall be granted annually two (2) days of personal leave, which shall not carry over from year to year. In the event that the Principal should leave the school district's employment, the Principal shall not be compensated

for any unused personal days. All of the Principal's personal days must be approved in advance by the Superintendent.

- D. **FUNERAL LEAVE:** In the case of a death in the Principal's immediate family or household, the Principal will be allowed a paid leave of absence of up to five (5) days. "Immediate family" shall mean husband, wife, son, daughter, stepson, stepdaughter, foster children, parent, sister, or brother. The Principal shall be allowed a paid leave of absence of up to three (3) days in the event of the death of her grandfather, grandmother, aunt, uncle, grandchild, as well as similar in-laws of her current spouse. In the event of the death of a close friend, the Principal shall be granted an unpaid leave of absence of one (1) day for the purpose of attending funeral services.
- E. **JURY DUTY:** The Committee agrees to provide to the Principal the difference of her daily rate of pay and the amount received for jury service in the event the Principal is required to serve on jury duty.
- F. **COURSE REIMBURSEMENT:** The Assistant Principal shall be eligible to be reimbursed in an amount up to one thousand dollars (\$1,000) per contract year for the purpose of reimbursement of tuition and fees for approved courses. All courses must be approved in advance by the Superintendent. Evidence of satisfactory completion of the course must be presented to the Superintendent in order to receive reimbursement.
- G. **SICK LEAVE INCENTIVE:** If the Assistant Principal works the entire fiscal year without using a sick day, then she shall receive \$400 in the second regular paycheck of the subsequent fiscal year. If the Assistant Principal works the entire fiscal year and uses one (1) sick day, then she shall receive \$300 in the second regular paycheck of the subsequent fiscal year. If the Assistant Principal works the entire fiscal year and uses two (2) sick days, then she shall receive \$200 in the second regular paycheck of the subsequent fiscal year. If the Assistant Principal retires or leaves the district at the end of the fiscal year and meets one of the provisions as set forth above, then she shall receive the incentive in the last paycheck of the fiscal year that the incentive was earned.

9. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES:

- A. The Acushnet School Committee agrees to pay or reimburse the Principal, upon approval of the Superintendent and upon presentation of adequate documentation, for reasonable expenses associated with her attendance at meetings and conferences related to her duties as Principal.
- B. The Committee will reimburse the Principal for professional dues related to her position as approved by the Superintendent. The Committee will also reimburse the Principal a per mile figure, consistent with the current School Committee policy, for out of town travel (exclusive of commuting) for which the Principal uses her own car and which is related to her duties as Principal.

10. GOALS AND OBJECTIVES: The Principal and the Superintendent shall establish goals and objectives as a part of the evaluation process. These goals and objectives shall be reduced to writing and make up part of the criteria by which the Principal is evaluated. Evaluations will be

conducted in accordance with those procedures and/or instruments established by the Superintendent at his discretion.

11. TERMINATION & DISCIPLINE:

- A. Prior to the expiration of this contract, the Superintendent may terminate this contract for good cause provided that such cause is expressed in writing to the Principal and provided that the Principal has been given an opportunity to meet with the Superintendent and to rebut such cause.
- B. The Superintendent may discipline the Principal for good cause.
- C. "Good Cause" shall mean any grounds put forth by the Superintendent which is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operations of the school system.
- D. During the Contract term, the Principal may voluntarily leave the employment of the Acushnet School Department provided the Principal serves the Superintendent with written notice at least one hundred and twenty (120) calendar days in advance of her expected departure date. The parties to this Agreement may agree to notice of less than one hundred and twenty (120) calendar days if requested by the Principal.
- E. The Employer is under no obligation to provide severance pay or to continue any other payments under this Agreement beyond the date of the departure.

12. INDEMNIFICATION: The Committee agrees to indemnify the Principal, consistent with the requirements of Mass. Gen. L. ch. 258, against personal financial loss, damages and expenses for tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Ms. LeBlanc's duties as Principal. This clause shall survive the termination of the agreement.

13. BACKGROUND CHECKS: Please be advised that Acushnet's offer of employment is contingent upon you submitting and successfully passing a fingerprint-based background check consistent with new state law requirements as set forth in Chapter 459 of the Acts of 2012. Should you fail to submit or fail to pass the background check, Acushnet reserves its right to withdraw its offer of employment to you. In addition, please note that finalization of all appointments is contingent upon a successful CORI check.

14. ENTIRE AGREEMENT: This contract embodies the entire agreement between the Committee and the Principal and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought. A waiver by either party of a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

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

16. **PRECEDENCE OF AGREEMENT:** This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

Principal

4/3/17

Date



Stephen Donovan, Ed.D.
Superintendent of Schools

4/3/17

Date