

ATHOL HIGH SCHOOL PRINCIPAL

CONTRACT OF EMPLOYMENT BETWEEN

Mitchel G. Aho
AND

ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT

This agreement made this 24th day of August, 2015, is by and between the Superintendent of the Athol-Regional School District ("the Superintendent"), and Mitchel G. Aho, hereinafter referred to as the "Principal".

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

1. EMPLOYMENT

The Superintendent hereby agrees to employ the Principal as Principal of the Athol High School and the Principal hereby accepts employment on the following terms and conditions.

2. TERMS

The Principal shall stay employed for the period of October 1, 2015 through June 30, 2018.

3. Work Year

The work year for the Principal shall be twelve-months. (All salary and benefits from year 1 are prorated from October 1, 2015. E.g. salary, sick, vacation, personal days etc.)

4. COMPENSATION

A. Regular Salary:

The Principal's compensation shall include, in consideration for services provided, the following as regular compensation:

October 1, 2015	to	June 30, 2016	\$116,500 (prorated @ 87,487 from Oct. 1, 2015)
July 1, 2016	to	June 30, 2017	\$118,830
July 1, 2017	to	June 30, 2018	To be negotiated

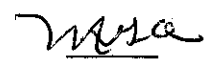
B. Payment of Salary and other Direct Monetary Compensation

The Principal's salary, benefits and compensation shall be paid in twenty-six equal installments, subject to deductions required by law and those agreed to by the Principal and the Superintendent. All sums, including but not limited to all salary or benefits due under any provision of this Agreement, due upon resignation, termination or death shall be paid to the Principal or his estate in the pay period next following same, or upon appointment of a fiduciary for the estate.

C. Prohibition Against Reduction of Salary or Direct Monetary Compensation of any kind

At no time during the life of this Agreement, or any extension thereof, shall the Principal's salary or direct monetary compensation of any kind be reduced.


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5. FRINGE BENEFITS

A. Sick Leave

The Principal will be granted twelve (12) days of sick leave per fiscal year, and which will be credited to his account annually on July 1 of each fiscal year for days earned over the previous fiscal year. In the first year covered by this Agreement, the Principal will be credited with nine (9) days of sick leave commencing with his first day of employment in the District. (Prorated in year 1 only) Unused sick leave may be accumulated.

B. Personal Leave

The Principal may take three (3) days of personal leave per year

C. Bereavement Leave

The Principal is granted five (5) days bereavement leave for a death in the immediate family.

D. Health Insurance

The Committee agrees to pay the same percentage of the cost of the District provided medical and dental insurance as provided to other employees in the District. (80% District, 20% Employee)

E. Principal's Expense

During the term of this Agreement, the District shall bear the expenses incurred by the Principal in the amount of \$1,000 yearly for the purpose of attendance at workshops, leadership academies and college courses within the geographic region (i.e. New England) contingent upon professional development funds being available.

The District will also annually bear the cost of dues paid and membership in the Massachusetts Secondary School Principals Association (MSSPA) contingent upon professional development funds being available.

F. Life Insurance

The District agrees to pay the same percentage of the cost of a ten thousand-dollar (\$10,000) group life insurance policy as provided other employees of the District.

G. Vacation

1. The Principal shall be entitled to eighteen (18) paid vacation days between October 1 and June 30 during year one of the agreement. The Principal shall be entitled to twenty-five (25) paid vacation days between July 1 and June 30 in each of the last two fiscal years covered by this Agreement. The Principal shall be allowed up to ten (10) days to be carried over from the previous year, allowing for up to thirty (35) days to be utilized in any one year covered by this Agreement.

It is further understood that vacation days are to be taken when school is not in session unless approved by the Superintendent of Schools.

2. The Principal will ensure that the Superintendent and the Central Office Personnel are notified as to where he can be reached during periods when he is on vacation.
3. All accumulated vacation time will be paid to the Principal in the next pay period following resignation, retirement, or termination at the then in effect per diem rate of pay.


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4. The Principal shall be entitled to all holidays recognized by the District and made available to any other District employee. These holidays include:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day

6. STATE RETIREMENT ASSOCIATION

The Principal shall be a member of the Teachers' Retirement System as required by M.G.L., Chapter 32, Section 2.

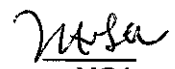
7. DUTIES

The Principal shall perform faithfully to the best of his ability the duties of Principal of Athol High School. The Principal hereby agrees to be governed by the policies of the Committee except that any conflict between those policies and this agreement or state or federal law shall be resolved in favor of this agreement or the applicable statutory provision.

8. PERFORMANCE

- A.** The Principal and Superintendent shall fulfill all of the terms of this Agreement. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Principal in writing.
- B.** The Superintendent shall evaluate the performance of the Principal in writing in accordance to the DESE mandated principal evaluation template of the MA State Educator Evaluation Plan. Such instrument shall be considered as part of and incorporated by reference in this document and:
1. It shall be signed by the Principal and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgement of receipt of the document. The Principal may respond to the evaluation in writing and may attach his response to the evaluation in his file.
 2. In addition, the Principal shall meet with the Superintendent, at least twice each year for the purpose of discussing his performance as well as the working relationship between the Superintendent and Principal.
 3. The Superintendent shall promptly and discreetly refer to the Principal, in writing for his study, review and response of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or his performance.
 4. The performance assessment shall be used for the following purposes:
 - a. To strengthen the working relationship between the Superintendent and the Principal, and to clarify for the Principal members of the responsibilities the Superintendent relies on the Principal to fulfill;
 - b. To discuss and establish mutual goals for the ensuing fiscal year.


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9. PRINCIPAL'S CERTIFICATION

The Principal shall furnish and maintain throughout the term of this contract, a valid and appropriate certificate qualifying him to act as Principal of the Athol High School in the Commonwealth.

10. OTHER ACTIVITIES

The Principal shall not, without prior permission of the Superintendent, undertake any elected office or employment which requires his presence or attention during any regular business day or which derogates from his professional responsibilities and duties of Principal. The Principal may, however, accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Principal. The Principal, on such occasions, will ensure that the Superintendent and Central Office personnel are notified as to where he can be reached should the need arise.

11. TERMINATION OF EMPLOYMENT CONTRACT**A. Termination of Employment contract by the Principal**

The Principal shall have the right to terminate this Agreement before the term of its completion by giving sixty (60) days' notice in writing to the Superintendent prior to the desired termination date. Said notice shall be sent to the Superintendent by certified mail, return receipt requested, addressed to the Superintendent of Schools Office. Both parties to this Agreement may agree to notice of less than sixty (60) days if requested by the Principal.

B. Termination of Employment Contract by the Superintendent

This contract may be terminated for good cause. In the event the charges made against the Principal lead to his termination, the Principal may elect to have the matter submitted to arbitration in accordance with the rules of the American Arbitration Association. If the charges against the Principal are not sustained at such hearing or after his appeal, the District shall reimburse the Principal for his actual and necessary attorney's fees, costs and disbursements incurred and any damages which may be awarded by the Arbitrator.

Good cause as used herein, shall be defined as misconduct, incompetence, inefficiency, conduct unbecoming a Principal, physical or mental incapacity, or insubordination.

12. ENTIRE AGREEMENT

This contract embodies the whole agreement between the Superintendent 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 in writing and signed by the party against whom enforcement thereof is sought.

13. INVALIDITY

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

14. ARBITRATION

Any controversy or claim arising out of, or relating to any term or condition of this agreement, or employment practices or policies of the Committee or the breach thereof, shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and judgment or decision by an arbitrator selected


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pursuant to such rules shall be final and binding and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L., Chapter 150C.

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with AAA and the other party.

The arbitrator may enter any appropriate award including compensatory damages, which may include damages under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not effected in good faith, but in no case such award, order or require the reinstatement of the Principal to his position.

15. INDEMNIFICATION

The Committee agrees to indemnify the Principal against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in the bodily injury to any person or in damage to the property of any person while the Principal is acting within the scope of his employment or under the direction of the Committee as permitted by M.G.L., Chapter 258.


16. PRECEDENCE OF AGREEMENT


This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement:

ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT

DATED: August 25, 2015

By: 
Anthony Polito, Superintendent ARRSB

By: 
Mitchel G. Aho


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