

**BERLIN MEMORIAL SCHOOL  
PRINCIPAL'S EMPLOYMENT CONTRACT**

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THIS EMPLOYMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Berlin School District of Berlin, Massachusetts, hereinafter referred to as "the DISTRICT" and \_\_\_\_\_, hereinafter referred to as "the PRINCIPAL".

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

1. **EMPLOYMENT:** The DISTRICT hereby employs \_\_\_\_\_ as PRINCIPAL of Berlin Memorial School, and the PRINCIPAL hereby accepts employment on the following terms and conditions:

2. **TERM:** This Employment Agreement shall be in force for a one-year period commencing July 1, 2016 through June 30, 2017. This Employment Agreement will automatically terminate on June 30, 2017, unless the DISTRICT provides written notification at least sixty (60) calendar days prior to June 30, 2017 that the DISTRICT has decided to extend the Employment Agreement.

3. **DUTIES AND RESPONSIBILITIES:** The PRINCIPAL shall be the educational leader and manager of his school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with 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 Massachusetts General Laws, Chapter 71 as amended. The PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto in attachment "A".

It is agreed that the PRINCIPAL shall perform duties which are not expressly provided for in the job description, so long as such duties are integral to the functions of the PRINCIPAL'S position and do not prevent the PRINCIPAL from performing those functions which are expressly provided for in the job description or which are required for the PRINCIPAL to meet other expectations set forth in the school improvement plan and evaluation process.

4. **LICENSE/CERTIFICATE:** The PRINCIPAL shall maintain throughout the course of his employment with the District a valid and appropriate license/certificate qualifying his to serve as the principal and shall provide the Superintendent with a copy of such license/certificate.

5. **ANNUAL WORK SCHEDULE:** The PRINCIPAL'S work year shall consist of 220 days including all days that school is in session, except with prior written approval of the Superintendent of Schools.

6. **EVALUATION:** The Superintendent of Schools shall evaluate the performance of the PRINCIPAL annually and in accordance with the following: 1) the duties and responsibilities contained in the PRINCIPAL'S job description attached hereto; 2) the guidelines developed by the Commissioner of Education for principals under M.G.L. Chapter 71 as amended and as implemented within this school system; 3) the annual school improvement goals mutually agreed upon by the PRINCIPAL and the Superintendent; and 4) other annual goals agreed upon by the PRINCIPAL and the Superintendent.

7. **COMPENSATION AND BENEFITS:**

7.1 **SALARY:**

For July 1, 2016 through June 30, 2017, the PRINCIPAL shall be paid an annual salary of \$99,772. Payment will be made in twenty-six bi-weekly installments. The PRINCIPAL'S salary will be earned ratably and prorated for service of less than one full year (220 days).

7.2. **TRAVEL ALLOWANCE:** The PRINCIPAL shall not receive reimbursement for travel expenses regardless of the actual amount of funds expended on travel in any Contract Year.

7.3. **FRINGE BENEFITS:** The PRINCIPAL shall be entitled to all insurance benefits which are currently available to other professional personnel within the Berlin School District and are in accordance with the terms and conditions of the Town of Berlin and its insurance carriers.

7.4. **SICK LEAVE:** The PRINCIPAL shall be entitled to fifteen (15) days of sick leave annually. Unused, accrued sick leave days, up to a maximum of one hundred fifty (150) sick leave days, may be carried over into subsequent contract years if this contract is extended. There shall be no compensation for accumulated sick days that are unused at the termination of the PRINCIPAL'S employment with the DISTRICT.

7.5. **OTHER LEAVES:** The PRINCIPAL shall be entitled to up to three (3) paid personal leave days annually to be used for important legal or personal business that cannot be accomplished or attended to outside of the PRINCIPAL'S work day or work year. Unused personal leave days shall not accrue and may not be carried over into subsequent years. The PRINCIPAL shall be entitled to other leaves not expressly included in this Employment Agreement as are available to other non-unionized professional employees under school district policy and/or state or federal law provided that the PRINCIPAL is otherwise eligible for such leave(s). These leaves include but are not limited to bereavement leave, leave for jury duty, military leave, and family and medical leave.

7.6. **LONGEVITY:** A longevity increment of \$750 annually will be accorded to the PRINCIPAL after ten (10) years of service, \$1,500 annually after fifteen (15) years of service and \$2,000 annually after twenty-five (25) years of service.

8. **PROFESSIONAL DEVELOPMENT:** The PRINCIPAL will annually submit to the Superintendent of Schools for the Superintendent's approval an individual Professional Development Plan outlining courses, seminars, memberships, and/or other activities that will serve to enhance the PRINCIPAL'S professional development, performance, and skills. The District shall establish an annual professional development fund not to exceed \$2000 annually for use by the PRINCIPAL in meeting the requirement of his individual Professional Development Plan as approved by the Superintendent of Schools.

9. **TERMINATION OF EMPLOYMENT AGREEMENT:**

9.1 **VOLUNTARY RESIGNATION:** In the event that the PRINCIPAL desires to resign or otherwise terminate his employment before the expiration date of this Employment Agreement, he shall, whenever possible, give the Superintendent at least sixty (60) days prior written notice of his intent to resign/terminate his employment with the District.

9.2 **DISMISSAL OR DEMOTION DURING TERM OF EMPLOYMENT AGREEMENT:** If the PRINCIPAL has not served in the position of principal in the DISTRICT for three consecutive years, the Superintendent will provide notice as required by Chapter 71 of the Massachusetts General Laws before dismissing or demoting the PRINCIPAL.

If the PRINCIPAL has served in the position of principal in the DISTRICT for three consecutive years, the PRINCIPAL may not be dismissed or demoted during the term of this Employment Agreement except for good cause. Any such dismissal or demotion shall be in accordance with the requirements set forth in Sections 41 and 42 of Chapter 71 of the Massachusetts General Laws. "Good cause" as used herein shall be defined as any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school.

If the PRINCIPAL'S employment is terminated at any time prior to the expiration of this Employment Agreement, his remuneration, including, but not limited to all compensation and benefits provided by this Employment Agreement, shall cease as of the effective date of such termination.

This Section does not apply to a determination not to renew the Employment Agreement.

10. **INDEMNIFICATION:** The DISTRICT will provide professional indemnification pursuant to the conditions of the Massachusetts General Laws, Chapter 258.

11. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this Employment Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Employment Agreement did not contain the particular part, term, or provision held to be invalid.

In the event a part, term or provision of this Employment Agreement is declared unlawful or unenforceable, the parties shall meet to re-negotiate a substitute provision

12. **ENTIRE AGREEMENT:** This Employment Agreement embodies the whole agreement between the DISTRICT and the PRINCIPAL and the parties warrant that there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Employment Agreement may not be changed except by a writing executed with the same formality as this document was originally entered into.

13. **NOTICE:** Any notices required or desired to be given under this Employment Agreement shall be in writing and either mailed by certified mail to his residence or hand delivered in the case of the PRINCIPAL, or sent by certified mail to the Superintendent's office in the case of the DISTRICT.

14. **DUPLICATE ORIGINALS:** This Employment 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 Employment Agreement and duplicate thereof this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016.

\_\_\_\_\_  
Principal, Berlin Memorial School

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Nadine G. Ekstrom  
Superintendent of Schools