BRAINTREE PUBLIC SCHOOLS CONTRACT OF SCHOOL PRINCIPAL

THIS AGREEMENT, made as of <u>July 1, 2014</u> by and between the BRAINTREE PUBLIC SCHOOLS, hereinafter referred to as Braintree, and, <u>Management of the PRINCIPAL</u>.

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

- 1) <u>EMPLOYMENT</u>: Braintree hereby employs <u>as PRINCIPAL</u> within the public schools of Braintree, and the PRINCIPAL hereby accepts employment on the following terms and conditions:
- 2) <u>TERM</u>: The PRINCIPAL shall be employed for a <u>three</u> year period commencing July 1, 2014 through June 30, 2017.

3) <u>COMPENSATION</u>:

The PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement, payable in equal installments in accordance with the policy of the BRAINTREE SCHOOL COMMITTEE, upon successful performance, as evaluated annually by the Superintendent of Schools, as follows:

July 1, 2014 \$109,242.00July 1, 2015 \$112,996.00

The annual salary for July 1, 2016 is still to be determined but in no event less than the July 1, 2015 salary of \$112,996.00.

4) <u>CONTRACT RENEWAL</u>:

The Superintendent shall meet and confer with the PRINCIPAL prior to May 1, 2017 to discuss any extension or changes of this agreement.

5) <u>DUTIES AND RESPONSIBILITIES:</u>

The PRINCIPAL shall be the educational leader and manager of his/her school and shall supervise the operation and management of his/her school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with the Committee's 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. The Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from school to school.

The PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto in attachment marked "A".

The PRINCIPAL recognizes that his/her responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Braintree Public Schools.

- 6) <u>LICENSURE</u>: The PRINCIPAL shall furnish and maintain throughout the term, and any extension of this agreement, a valid and appropriate license qualifying him/her as PRINCIPAL of a school district in the Commonwealth, as required by Chapter 71 of the Acts of 1993.
- 7) <u>PERFORMANCE</u>: The PRINCIPAL shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the PRINCIPAL and the Superintendent of Schools in writing.
- 8) <u>ANNUAL WORK SCHEDULE</u>: The annual work year for the PRINCIPAL shall be as follows:

Elementary Principal: 202 days

Specific vacation days must have prior approval of the Superintendent.

- 9) <u>STATE RETIREMENT SYSTEM</u>: The PRINCIPAL shall be a member of the Teachers' Retirement System as required by Chapter 32, Section 2 of the Massachusetts General laws.
- 10) PROFESSIONAL DEVELOPMENT AND IMPROVEMENT: The School Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by the PRINCIPAL who attends seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent. The School Committee shall also provide reasonable expenses for payment of dues or membership to professional organizations as approved by the Superintendent. Mileage reimbursement shall be at the Braintree School Committee's policy rate.
- 11) <u>SICK LEAVE</u>: The PRINCIPAL shall earn <u>18 days</u> per year with accumulation up to <u>235</u> days. <u>SICK LEAVE BUY BACK</u>: The PRINCIPAL, upon notice of resignation, retirement or termination, shall be reimbursed for all accumulated sick leave at the rate of <u>\$12</u> per day.
 - 12) PERSONAL LEAVE: The PRINCIPAL shall receive up to three (3) days leave of

absence, without loss of pay, for personal business which cannot be reasonably conducted during non-school hours. Additional days may be granted at the discretion of the Superintendent.

- 13) <u>BEREAVEMENT LEAVE</u>: The PRINCIPAL will be entitled to five (5) days leave with pay in the event of death of a person in the immediate family or other person at the discretion of the Superintendent.
- 14) <u>INSURANCE</u>: The PRINCIPAL shall be entitled to the same medical and life insurance benefits and options as are available to all other district employees.
- 15) <u>CAREER AWARD</u>: The PRINCIPAL shall be entitled to a \$1,000 Career Award in recognition of dedicated service to the children of Braintree for having been employed for ten (10) consecutive years in the Braintree School System. The PRINCIPAL must notify the Superintendent by October 1 of the calendar year prior to which he/she intends to retire.
- 16) <u>LONGEVITY</u>: A longevity payment will be added to the PRINCIPAL'S salary according to the following schedule:

After 20-24 years of service \$1,000. annually After 25-29 years of service \$1,750. annually After 30 or more years service \$2,250. annually

17) TERMINATION, DEMOTION AND SUSPENSIONS:

- a) In the event that a PRINCIPAL desires to terminate his/her contract before the term of service shall have expired, he/she may do so with at least sixty (60) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote or suspend the PRINCIPAL in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D.
- b) Where applicable, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.
- 18) <u>EVALUATION</u>: The Superintendent of Schools shall evaluate the performance of the PRINCIPAL annually based upon 1) the duties and responsibilities contained in the PRINCIPAL'S job description attached hereto; 2) as presented and called for under M.G.L., chapter 71 as amended by the Education Reform act of 1993; 3) new educator evaluation regulations, 603 CMR 35.00; 4) as contained in the Policies of the Braintree School Committee; 5) as contained in the policies and directives of the Superintendent; and 6) the annual school improvement goals mutually agreed upon by the Principal and the Superintendent. Final

evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

- 19) <u>ENTIRE AGREEMENT</u>: This contract embodies the whole AGREEMENT between the Town of Braintree School Department 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 in writing, by the party against whom enforcement thereof is sought.
- 20) <u>SEVERABILITY</u>: It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts 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 obligation of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 26th day of March in the year 2014.

By

Principal

For the BRAINTREE PUBLIC SCHOOLS

Donna M. Anderson

Superintendent of Schools

BRAINTREE PUBLIC SCHOOLS ADDENDUM TO CONTRACT OF SCHOOL PRINCIPAL PRINCIPAL, PRINCIPAL, PRINCIPAL, PRINCIPAL

This Addendum to the Contract of Employment be	tween the Braintree Public Schools, he	reinafter
referred to as the Braintree Public Schools and	Come Anony Principal, Committee	School
Kindergarten Center, hereinafter referred to as assistant	is entered into by the Braintre	e Public
Schools and Management.		

Whereas, the Braintree Public schools and an are parties to a Contract of Employment for the period of July 1, 2014 through June 30, 2017;

Whereas, Paragraph 19 of the Contract of Employment provides: "This contract embodies the whole Agreement between the Town of Braintree School Department 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, by the party against whom enforcement thereof is sought"; and

Whereas, the Braintree Public Schools and have agreed to amend the Contract of Employment.

Now, therefore, the parties agree as follows:

- 1. Paragraph 2, shall be amended to provide that the term of employment shall be extended through June 30, 2020.
- 2. Paragraph 3, Compensation, shall be amended to provide that the annual salary effective July 1, 2017 was \$118,137.00 and that there shall be a 2.5% increase in annual salary during Fiscal Year 2019 for a salary of \$121,090. The annual salary effective July 1, 2019 has yet to be determined, however will be no less than that of July 1, 2018 (FY2019); thereafter, the Braintree School Department and shall meet prior to May 1, 2020 to discuss any extensions or changes to this agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Addendum to the Employment Agreement as of 22ND day of June, 2018.

r. Frank Hackett

Superintendent of Schools

Principal, School Kindergarten

Center