

PRINCIPAL EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the School District of the City of Brockton, MA, hereinafter referred to as the **DISTRICT**, through its Superintendent of Schools, and _____ hereinafter referred to as the **Principal**.

Employment

The **DISTRICT** hereby employs, in accordance with its statutory authority set forth in Chapter 71 § 59B of the Massachusetts General Laws, _____ as the **Principal**, and he/she accepts the appointment under the terms and conditions of employment set forth herein.

Term and Renewal

Each contract year shall run from July 1 through June 30, and the term of this Agreement shall be the period from July 1, 2017 to June 30, 2018. The **Principal** shall be notified of non-renewal of this Agreement at least sixty (60) calendar days prior to end of the Term of this Agreement. Pursuant to Massachusetts General Laws Chapter 71, § 41, failure by the Superintendent to notify the **Principal** of non-renewal, this Agreement shall automatically renew for one (1) additional year term.

Duties and Responsibilities

The **Principal** shall administer and supervise the **School** as provided by applicable State Laws and the policies and directives of the **DISTRICT** as they may be amended from time to time.

The **Principal** shall be the educational leader and manager of his/her assigned **School** and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent or his/her designees.

The **Principal** shall faithfully and effectively perform such duties and responsibilities as called for by:

- Massachusetts General Laws Chapter 71 (amended by the Education Reform Act of 1993) and the Policies of the Brockton School Committee,
- the **School's** annual **School Improvement Plan**,
- the regulations and requirements of grants, special, or mandated programs.

The **Principal** shall:

- maintain a safe, orderly, and welcoming school environment, ensuring equity and inclusion for all students and staff therein,
- promote participatory decision making including staff, parents, community, and students,
- develop, with the School Council, a comprehensive **School Improvement Plan** that aligns with the **District Strategic Plan**.
- provide an analysis and report of student achievement, based on targeted programs and initiatives, for School Committee, teachers and school councils,
- perform, utilizing negotiated methods, proper and timely evaluations of the staff as required by Massachusetts General Laws and by union contracts,
- continually assess and work towards maintaining adequate and appropriate educational materials (curriculum, equipment, supplies, technology, textbooks),
- maintain clear and effective communication and implement the provisions of all union contracts and policies adopted by the **DISTRICT** and School Committee.

Compensation

Effective July 1, 2017 for SY2018 the annual *base* salary of _____ shall be \$_____. This salary encompasses payment for the performance of all duties required of a **Principal** for the **DISTRICT**. The Superintendent or his/her designee shall meet and confer with the **Principal** during each year of this Agreement, and of any extension thereof, to discuss his/her performance and possible salary adjustment for the next contractual year.

Stipend

The **Principal** who has attained a JD, PhD or earned Doctoral degree from an accredited institution, will receive an annual stipend in the amount of two thousand dollars (**\$2,000.00**).

Goals and Evaluation

The Superintendent and the **Principal** shall agree upon at least three (3) measurable goals. These goals must be developed and submitted annually by the beginning of each school year covered by this Agreement. These goals will be consistent with and connected to the goals of the School Improvement Plan. These written goals will be considered finalized when both the Superintendent and the **Principal** have signed the Statement of Goals.

Consistent with the Educator Evaluation regulations, the **Principal** shall be evaluated annually by the Superintendent or her designee on or about May 1st for each year this Agreement is in effect.

Certification

The **Principal** shall furnish and maintain throughout the term, and any extension of this Agreement, a valid and appropriate license qualifying him/her to act as a **Principal** at the appropriate level in a school of the **DISTRICT** in the Commonwealth, as required by the Massachusetts General Laws.

Work Year

The **Principal** will work a regular teacher year, plus twenty (20) additional working days, ten (10) days of which will be immediately preceding and five (5) days immediately following the teacher work year. The **Principal** will work five (5) summer days, chosen at the discretion of the Superintendent or his/her designee, on projects as identified by the **DISTRICT**. (i.e. employee interviews, Summer Task Force, etc.)

Sick Leave

The **Principal** shall earn sick leave days at the rate of fifteen (15) days per year with a maximum accumulation of 290 days. When the accumulated or total sick days of the **Principal** has been fully used by prolonged absence due to disease or illness, at the written request of the **Principal**, the Superintendent may grant an extension of paid sick leave to the **Principal** for such periods as are determined to be reasonable and in the best interest of the system.

Sick Leave Buy-Back

If the **Principal** retires or dies after twenty (20) years of service in the Brockton School System, he/she will be compensated at half pay for all unused accumulated sick leave up to fifty days (50). For over twenty-five (25) years of service, the compensation will be half pay for up to ninety days (90). For over thirty (30) years of service, the compensation will be half pay for up to one hundred thirty (130) unused accumulated sick leave days. In the event of death, the payment shall be made to the estate of the **Principal**.

Low Sick Leave Utilization

A low sick leave utilization stipend shall be available. No later than June 1st, the **Principal** will notify the Superintendent of Schools or his/her designee of his/her intent to redeem sick days as per the following schedule:

Used Sick Days	Rate	Amount
0	4 days x \$100.00	\$400.00
1	3 days x \$100.00	\$300.00
2	2 days x \$100.00	\$200.00
3	1 days x \$100.00	\$100.00

Professional Development:

The School Department will pay the reasonable expenses incurred by the **Principal** when he/she attends seminars, conferences, advanced and graduate course work to further his/her education in an appropriate field or public administration, or other forums related to his/her duties and responsibilities and approved in advance by the Superintendent or his/her designee.

Health

All insurance options that are available to employees of the City of Brockton shall be specified in a notice and sent to the **Principal** each year prior to the annual open enrollment period. The employee's contribution to the total monthly premiums for all such plans shall be twenty-five percent (25%) and, if the **Principal** so authorizes, all such premium contributions shall be deducted from the **Principal's** salary on a so-called "Cafeteria Plan" tax-sheltered basis.

Dental

All dental insurance options that are available to employees of the City of Brockton shall be available to the **Principal** at the 50/50% contribution rate negotiated by and accorded to union employees.

Bereavement

Up to four (4) days at any one time will be granted in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law or sibling. Leave of up to two (2) days in the event of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, grandchild, or any individual or relative living in the immediate household. Bereavement leave or additional bereavement leave may, when necessary, be granted by the Superintendent.

Temporary Leave of Absence

The **Principal** will be granted three (3) days leave of absence annually for personal, legal, business, household or family matters that require absence during work hours. Notification of intent to take such a personal day must be supplied in writing, except in the case of an emergency, on a standardized form to the Superintendent or his/her designee at least twenty-four (24) hours in advance of taking such leave.

Jury Duty

The **Principal** while serving on Jury Duty will be paid his/her regular rate of salary. However, the **Principal** shall reimburse the City with the amount received from the authority which compensated him/her for Jury Duty.

Mileage

Mileage will be paid at the annual federal rate as determined by the Internal Revenue Service.

Longevity

It is agreed that the same longevity benefits be provided to the **Principal** as are provided to the certified administrators of the Brockton Education Association (BEA) and will be prorated for the year in the case of employees becoming eligible during the year.

Supplemental Longevity Increment

In addition to the foregoing longevity increments, there shall also be a supplemental longevity increment that will be available to the **Principal** who has served the City of Brockton and/or the Brockton Public Schools for at least twenty (20) years. The **Principal** shall be eligible to receive a supplemental longevity increment in the amount of seven percent (7%) of his/her annual base salary and longevity for any single period of three (3) consecutive years during his/her career subject to the following conditions:

1. The **Principal** must give written notice of his/her intent to access this Supplemental Longevity Increment to the Superintendent or his/her designee prior to the November 1 preceding the contract year in which the Principal desires to begin receiving this benefit.
2. Once given, the notice will be irrevocable.
3. Once the three-year period for this Supplemental Longevity Increment has been completed, the Supplemental Longevity Increment will terminate, and the **Principal** will revert to the salary level that he/she would otherwise be at under the terms of the current contract in effect.

Retirement Longevity

The **Principal** shall receive a four percent (**4%**) retirement longevity payment for three (3) years once the intent to retire has been submitted to the district and he/she has obtained at least his/her fifty-first (**51st**) birthday and who has not reached more than one day beyond his/her sixty-fifth birthday (**65th**). For the purpose of this provision, “salary” shall be defined as the total of the **Principal’s** base wages plus longevity benefit which he/she is entitled for the respective period. The period of time for which the incentive is paid shall be consecutive and shall end on his/her date of retirement.

Personal Injury

The **Principal** covered by this Agreement will immediately report in writing to the Superintendent all cases of assault suffered by the **Principal** in connection with employment. In the event that the **Principal** is absent from school as a result of a personal injury caused by an accident or an assault occurring in the course of her employment, he/she will be paid her full salary for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave.

Retirement

The **Principal** covered by this Agreement shall be a member of the **Massachusetts Teachers’ Retirement System (MTRS)**.

Termination of Services

During the term, and any extension of this Agreement, the **Principal** shall be subject to discharge or demotion in accordance with the provisions of Chapter 71, Section 41 of the Massachusetts General Laws. In the event the **Principal** wishes to terminate this Agreement prior to the end of its term, he/she shall give written notice to the Superintendent at least ninety days (**90**) days prior to the intended date of termination.

Note: The Brockton School Committee in its meeting on October 5, 1999, voted unanimously to confirm the long established practice of providing the same benefits to non-union certified administrators as are provided to the certified administrators of the Brockton Education Association (**BEA**).

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

as of this date: _____

Principal’s Signature

Kathleen A. Smith, JD
Superintendent of Schools