

# NORTH BERKSHIRE SCHOOL UNION

Clarksburg \* Florida \* Monroe \* Savoy \* Rowe

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*Jon L. Lev  
Superintendent*

*Carrie L. Burnett  
Business Administrator*

## **\*\*AMENDED\*\* CONTRACT OF PRINCIPAL**

THIS (Amended) AGREEMENT, made as of July 1, 2016 by and between the CLARKSBURG PUBLIC SCHOOLS, hereinafter referred to as CLARKSBURG, and [REDACTED], hereinafter referred to as the PRINCIPAL.

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

1. **EMPLOYMENT:** CLARKSBURG hereby employs [REDACTED] as PRINCIPAL of the Clarksburg Elementary School within the public schools of Clarksburg, and the PRINCIPAL hereby accepts employment on the following terms and conditions:

2. **TERM:** The PRINCIPAL shall be employed for a three (3) year period commencing July 1, 2015 through June 30, 2018.

### 3. **COMPENSATION:**

a) The PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement payable in 26 equal installments according to the following schedule:

2015 - 2016	\$80,000.00
2016 - 2017	\$82,400.00
2017 - 2018	Open

b) The salary stated herein shall not be reduced below the amount received by the PRINCIPAL in the previous contract year, provided however, that a principal's salary may be reduced upon his or her demotion by the Superintendent, an administrative reorganization or transfer to another position.

### 4. **CONDITIONS OF EMPLOYMENT:**

a) **MEDICAL INSURANCE:** Principals are eligible to receive the same Health Insurance benefits and options as are available to all other District employees.

b) **LIFE INSURANCE:** Principals are eligible to receive life insurance in the amount and with options as are available to all other District employees.

c) **EXPENSE REIMBURSEMENT:** Principals shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of Massachusetts and the policies of the Clarksburg School Committee, when approved in advance by the Superintendent of Schools. Whenever required to travel, principals shall be reimbursed at the rate per mile approved by the Clarksburg School Committee. Principals will also be reimbursed for reasonable expenses (meals, lodgings, transportation and fees) incurred for attending workshops, seminars, conferences or other professional development sessions which have

- been approved in advance by the Superintendent of Schools.
- d) CERTIFICATE: [REDACTED] warrants that she will maintain, during the term of this contract, a valid and appropriate certificate to act as Principal according to the Commonwealth of Massachusetts. A copy of such certificate will be furnished upon request.
  - e) PROFESSIONAL IMPROVEMENT: One (1) college level, three (3) credit course may be taken each year of the contract. All expenses relating to credits, course mandated textbooks, and assessed costs (except library fees, and student activities fees) shall be paid by the District. All courses must be approved in advance by the Superintendent of Schools.
  - f) SICK LEAVE: Principals are entitled to twelve (12) days of sick leave annually to be used when illness makes attendance impossible. This leave shall be permitted to accumulate to one hundred and eighty (180) days. The principal may also utilize one (1) day of sick leave to arrange for necessary medical and nursing care in the family. In addition, a maximum of five (5) days per year may be utilized for a critical illness in the immediate family.
  - g) PERSONAL LEAVE: Principals are allowed, on a non-cumulative basis, three (3) days of paid personal leave. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Additional leave may be granted by the Committee in unusual or extenuating circumstances.
  - h) BEREAVEMENT: Principals will be allowed leave with pay up to five (5) days in the event of death in the immediate family defined as follows: wife, husband, children, parents, sister, brother or any relative of the principal or spouse thereof who was actually living in the household. In addition, principals will be allowed leave with pay up to three (3) days in the event of death of other family members defined as follows: parent-in-law, grandparents, grandchildren, aunts and uncles. Principals will also be allowed one (1) day with pay to attend the funeral of a cousin. Additional leave may be granted by the Committee in unusual or extenuating circumstances.
  - i) INDEMNIFICATION: Principals should immediately report, in writing to the Superintendent, all cases of abusive conduct and torts suffered by them in connection with their employment. The Clarksburg School Committee will provide indemnification whenever a principal becomes eligible therefore pursuant to the provisions of Chapter 258 of M.G.L.

5. **DUTIES AND RESPONSIBILITIES:** The PRINCIPAL shall be the educational leader and manager of the school and shall supervise the operation and management of the 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 M.G.L., Chapter 71 as amended by the Education Reform Act of 1993.

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 Clarksburg Public Schools.

6. **ANNUAL WORK SCHEDULE:** The PRINCIPAL's work year shall consist of two hundred and twenty (220) work days. This schedule shall include the one hundred and eighty-three (183) day teacher work year; nine (9) days prior to the opening of school (exclusive of the first day before school); ten (10) days immediately following the close of school; and, eighteen (18) days interspersed through school vacations and summer recess, to be mutually agreed upon between the PRINCIPAL and Superintendent of Schools. As the need demands and with reasonable notice, the PRINCIPAL shall be available on other days at the request of the Superintendent unless other arrangements and/or planned vacations have been made with the Superintendent of Schools.

7. **OTHER ACTIVITIES AND PROFESSIONAL DUES:** The PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his/her duties as PRINCIPAL and the PRINCIPAL has received prior approval of the Superintendent. The District shall pay for reasonable dues or membership to professional associations as determined by the PRINCIPAL and with the approval of the Superintendent.

8. **PERFORMANCE:** 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.

9. **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) calendar days written notice of intent to the Superintendent of Schools unless an earlier release date is mutually agreed upon. Otherwise, the Superintendent may dismiss, demote or suspend the principal at any time for good cause and in accordance with the procedures contained in Massachusetts General Laws, Chapter 71, section 41 and 42D.
- b) As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or relevant 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.

10. **EVALUATION:** Evaluation is the ongoing process of defining goals and of identifying, gathering and using information as a part of a process which has the purposes of (a) providing information for improving performance, and (b) providing a record of facts and assessments to assess total job effectiveness and make personnel decisions. The evaluation process shall be free of racial, sexual, religious and other discriminations or biases as defined in state and federal laws.

The Superintendent of Schools shall evaluate the performance of the PRINCIPAL annually by June 1 based upon 1) the duties and responsibilities contained in the PRINCIPAL's job description attached hereto; 2) the

Principles of Effective Administrative Leadership and Examples of Indicators as presented in "Attachment B" and called for under M.G.L., Chapter 71 as amended by the Education Reform Act of 1993; 3) the duties as contained in the Policies of the Clarksburg School Committee; 4) the responsibilities as contained in the policies and directives of the Superintendent; and 5) 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.

The evaluation shall be rendered in a fair and constructive manner. All direct monitoring or observation of the work performance of a Principal will be openly conducted with the full knowledge of the Principal. It is recognized that direct monitoring and observation are only part of the overall evaluation process.

The Principal shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response to the contents thereof. If the evaluation of the Principal's professional service indicates that improvement is needed, a conference shall be held with the Principal to discuss the evaluation and the Superintendent should indicate, as far as practicable, (a) specific recommendations for improvement, (b) direct assistance to implement such recommendations, and (c) a reasonable time schedule to monitor progress. Should the Principal not be evaluated as required by this paragraph, his performance shall be deemed to be satisfactory in all respects and for all purposes.

No material derogatory to a Principal's conduct, service, character or personality will be placed in his personnel file unless the Principal has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of the Principal's initial employment. The Principal will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Principal will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

The Principal shall be permitted to inspect the content of his personnel folder, and to use the duplicating facilities to make copies of such contents and records as concern his work or himself. Excluded from this would be documents of a "confidential" nature received prior to employment.

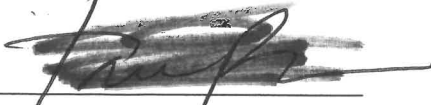
The evaluation procedure is designed to assess and improve the performance of administrators. Accordingly, it is understood and agreed that alleged circumstances of in-appropriate behavior, conduct unbecoming, or the like, ordinarily are investigated and determined in accordance with discipline provisions under Massachusetts General Laws, Chapter 71 and elsewhere in this contract.

11. **ENTIRE AGREEMENT:** This contract embodies the whole AGREEMENT between the TOWN OF CLARKSBURG 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.


12. **SEVERABILITY:** 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 obligations 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 (Amended) AGREEMENT and a duplicate thereof this \_\_\_\_\_ of \_\_\_\_\_, the year Two Thousand and Sixteen.

PRINCIPAL

  
\_\_\_\_\_  
Tara Barnes

For the CLARKSBURG PUBLIC SCHOOLS

By   
\_\_\_\_\_  
Jon Lev, Superintendent