**LEICESTER PUBLIC SCHOOL DISTRICT**

**Principal**

**EMPLOYMENT CONTRACT**

This Contract is made effective as of June 14, 2019, by and between the Superintendent of Schools on behalf of the Leicester School Committee (hereinafter referred to as “the District”) and \_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Principal” or “employee”).

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

**1. Employment:** The District hereby employs Christopher Fontaine as a Principal with the District and Christopher Fontaine hereby accepts employment as a Principal under the following terms and conditions:

**2. Term:** Subject to the provisions of Massachusetts General Laws Chapter 71, Section 41, the Principal shall be employed for a three-year period commencing no later than July 1, 2019, and terminating June 30, 2022, unless further extended or previously terminated as provided in this Contract. The work year shall consist of twelve (12) months, less weekends and holidays listed below:

New Year’s Day Columbus Day

Martin Luther King’s Birthday Veteran’s Day

Presidents’ Day Thanksgiving Day

Good Friday day after Thanksgiving

Patriots Day day before Christmas

Memorial Day Christmas Day

July 4th New Year’s Eve Day

Labor Day

The employee will be entitled to 25 vacation days per year, prorated for any portion of a year worked. Vacation time shall be taken during school vacations unless prior, written approval is granted by the Superintendent. Unused vacation days are not rolled over to the next fiscal year.

**3. Assignment:** The employee is hereby assigned to the Leicester Middle School. The Superintendent of Schools may, following consultation with the employee, reassign or transfer the employee to another building within the School District.

**4. Compensation:**

a)For the first year of this Contract, the Principal shall be paid a salary, which if annualized, would equal $100,000.00 dollars, less all lawful withholdings and deductions, in accordance with the District’s regular payroll cycle.

b) Annual salary will be pro-rated for any portion of a year worked.

c) Any increase in annual salary for subsequent contract years is subject to the Principal achieving a Proficient or better rating for his/her overall evaluation, and the finances of the District, including appropriation.

d) The salary stated herein shall not be reduced below the amount received by the Principal in the previous contract year provided, however, a Principal’s salary may be reduced upon his or her demotion, administrative reorganization or a transfer to another school or position.

**5. Duties:** 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 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, to the extent permitted by law and subject to the Superintendent’s review and approval, 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. The Principal is a member of the District Leadership Team. As a member of the Team, he/she shall contribute to the leadership for the District and represent the Superintendent as appropriate at meetings. He/She will be knowledgeable of changes in trends, laws, rules, or regulations in his/her area of expertise, and provide reports to the Superintendent or designee of his/her activities and as requested. The Principal, in conjunction with the Superintendent, shall develop annual job goals that will become part of the criteria used to evaluate the Principal.

The Principal recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as determined by the Superintendent and will expend the time and effort beyond the normal eight (8) hour work day/40 hour work week, necessary to effectively achieve the goals and purposes of the Leicester School District.

**6. Evaluation:** The Principal shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Principal and the Superintendent in writing. The Superintendent and Principal shall meet prior to August 15th of each year to establish goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Principal is evaluated. The Superintendent shall evaluate the performance of the Principal in accordance with Massachusetts law and Department of Education guidelines.

**7. Professional Activities:** The Principal may, subject to the Superintendent’s approval, accept speaking, writing, lecturing or other engagements of a professional nature, including coursework and conferences, as he/she sees fit, provided they do not detract from his/her duties as Principal.

**8. Reimbursement for Expenses:**

a) The District shall reimburse the Principal for all authorized expenses reasonably incurred in the performance of duties under this contract. Such expenses shall include, but not be limited to, costs of ground transportation and authorized expenses relative to attendance at appropriate local, state, and national meetings or conferences or attendance at courses, seminars or other activities with prior written approval by the Superintendent.

b) The employee is eligible to receive tuition reimbursement for one course per year taken in a related field at an accredited college or university of his/her choice, with prior written approval of the Superintendent. Tuition reimbursement at the Worcester State University rate will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be made upon proof of successful completion and submission of paperwork required for reimbursement.

c) The District shall reimburse the Principal for all approved out of district travel on behalf of the District for which he/she uses his/her personal vehicle at a rate established by the District. The Principal shall be reimbursed for the use of her personal phone for District business at a rate of $50 per month.

**9. Fringe Benefits:** The Principal is eligible to receive benefits provided to School District Administrators, as may be amended from time to time in the sole discretion of the School District. Modification of such benefits, including contribution toward the cost of benefits, shall not constitute a breach of this Contract or any extension thereof and the School District reserves the right to change, amend or end benefits. In the event of any direct conflict between this Contract and any practice of the School District related to Administrator benefits, the provisions of this Contract shall prevail.

a) **Health, Life, Dental and Retirement:** The Principal shall be a member of the Teachers’ Retirement System as required by M.G.L. c.32, Section 2. The Principal shall be entitled to all fringe benefits including but not limited to health, life, disability, and dental provided to all other District employees. For health insurance, the Town currently pays 70% of the cost of such insurance and the Principal is responsible for the balance of 30%.

b) **Sick Leave and Extended Sick Leave:** The Principal shall accrue sick days at the rate of 1.50 days per month. Sick days may accrue to a maximum of one hundred (100) days exclusive of the paid holidays listed in this contract. The employee will be entitled to use up to seven (7) sick days per year in the event of an illness or injury for members of the employee's immediate household or the following immediate relatives: father, mother, sister, brother, husband, wife, daughter, or son. The employee may be required to furnish a doctor's certificate after absence of five (5) or more working days because of illness. There shall be no buy back of sick leave.

In addition to regular sick leave, the employee who has by reason of a continuing illness depleted their sick leave allowance, will be eligible for an extended sick leave allowance equal to one half (1/2) the number of sick leave days credited to him/her as of the onset of the illness. In no case, however, shall the extended sick leave allowance be greater than 50 days. Eligibility for such extended sick leave allowance shall be determined by the Leicester School Committee, whose decision is not subject to a grievance procedure or legal action. No extended sick leave will be granted for an absence of less than 15 days.

c) **Personal Leave:** The employee shall be granted time off for which he/she will be paid at his/her regular rate to conduct personal business that cannot be conducted outside regular working hours. Such personal leave shall not exceed three (3) days in one fiscal year and shall not be used for vacation-type activities. No more than two (2) personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent. A two day minimum prior notice is required to use personal time unless it is an emergency. If the employee does not use the three (3) personal days during any school year, the unused personal leave days will be added to the employee’s accumulation of unused sick days.

d) **Bereavement:** The Principal will be allowed leave with pay up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren. Three days will be granted for aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law and one day for any other relative of the employee. If additional time is needed, the employee must make a written request to the Superintendent. Such time, if approved, will be deducted from the employee’s accumulated sick time.

e) **Jury Duty:** Should the Principal be required to be absent from work because of jury duty, he/she shall continue to be paid his/her regular salary during the period of time that he/she is on jury duty for the first three (3) days. For the fourth and subsequent days of juror service, the employee will be paid the difference between the employee’s regular wages and the amount received as juror compensation. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

**10. State Certification:** The Principal shall have, and maintain during the Contract term, a state certification of Principal.

**11. Termination:**

## a) Dismissal. As a Principal with less than three (3) consecutive full years of service in the District, the Principal is considered an employee at-will and may be terminated without cause or notice.

## b) Layoff of the Principal. The District may lay off the Principal due to budget constraints, reorganization or any other lawful reason. A layoff shall not constitute a dismissal under this Contract.

## c) Resignation by the Principal. The Principal may terminate his/her employment upon ninety (90) days’ prior written notice to the Superintendent.

## c) Mutual Agreement. This Contract and the Principal’s employment may be terminated at any time by mutual agreement of the parties.

## d) Termination of the Principal’s employment for any reason as stated above shall terminate this Contract.

**12. Renewal**: In the event the District decides not to renew the Principal’s employment at the expiration of this Contract, the Superintendent shall provide the Principal with written notice of the non-renewal not later than sixty (60) days prior to the expiration date of this Contract.

**13. Consultation; No Representation:** The Principal acknowledges that he/she has had a full and complete opportunity to consult with counsel of his/her own choosing concerning the terms, enforceability and implications of this Contract, and that the District has made no representations or warranties to the Principal concerning the terms, enforceability or implications of this Contract other than as contained herein.

**14. 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. This contract may not be changed except in writing signed by the Superintendentand the Principal.

**15. Invalidity:** If any paragraph or part of this Contract is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract’s terms, provisions, covenants and restrictions will remain in full force and effect, and will in no way be affected, impaired or invalidated, so long as the same continues to fairly reflect the intentions of the parties. The language of all the parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**16. Interpretation:** The parties agree that this Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, and enforced by the courts located in the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Contract in duplicate on this 14th day of June, 2019, to be effective on the date set forth above.

PRINCIPAL SUPERINTENDENT

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Christopher Fontaine Date: Marilyn Tencza Date: