

**CONTRACT OF EMPLOYMENT BETWEEN THE
LUNENBURG PUBLIC SCHOOL DISTRICT AND**

THIS AGREEMENT is made this 4th day of April, 2019, between the Lunenburg Public Schools, (hereinafter referred to as the "District") on behalf of its Superintendent of Schools (hereinafter "Superintendent"), and, (hereinafter referred to as the "Principal").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **EMPLOYMENT:**

The District hereby employs as Principal in the Lunenburg Public Schools and hereby accepts employment as a Principal in the Lunenburg Public Schools, subject to the terms and conditions hereinafter provided.

2. **TERM:**

The Principal shall be employed for the period commencing July 1, 2019 and ending June 30, 2022. The District, on or before January 1, 2022, shall notify the Principal, in writing, as to whether or not it wishes to commence negotiations for a successor Agreement. In any event, this Agreement shall terminate, as herein before provided on June 30, 2022.

3. **COMPENSATION:**

The District agrees to pay the Principal, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as provided herein and in the statutes and regulations of the Commonwealth, at the following annual rate of pay:

July 1, 2019 to June 30, 2020 - Salary \$117,000

July 1, 2020 to June 30, 2021 - Salary \$119,340

July 1, 2021 to June 30, 2022 - Salary \$121,727

4. **ASSIGNMENT AND TRANSFER:**

The Principal is hereby assigned to the Lunenburg High School. The Superintendent of Schools may, after consultation with the principal, transfer or assign the Principal to another Principal-ship position within the District.

5. **DUTIES AND RESPONSIBILITIES:**

The Principal shall be the educational administrator and manager of his/her school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent, or his designee.

The Principal shall diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the Principal under:

1. The statutes of the Commonwealth including, without limitation, M.G.L. Chapter 71, as amended by the Education Reform Act; and
2. The policies of the School Committee; and
3. Regulations of state agencies; and
4. Directives of the Superintendent of Schools or his/her designee; and
5. The provisions of this Agreement; and
6. The Principal's individual goals as established by the Principal and/or the Superintendent or his/her designee.

6. **WORK DAY - WORK YEAR:**

- A. The Principal shall work at his assigned duties each day for whatever reasonable time may be necessary.
- B. The Principal's salary is based on a fiscal year (July 1 to June 30), inclusive of vacation days and holidays as set forth in this contract.

7. **DISMISSAL, DEMOTION OR SUSPENSION:**

- A. The Superintendent may suspend, demote or dismiss the Principal for good cause in accordance with the provisions of M.G.L. Chapter 71, sections 41 and 42d.
- B. Good cause shall mean any grounds put forth by the Superintendent that are not arbitrary, capricious, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. No Arbitrator may substitute a definition of the words "good cause" other than that stated herein and arbitral review shall be limited to insuring that the grounds for suspension, demotion or dismissal were put forth in good faith.
- C. Nothing in this Contract shall bar the School Committee or the Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization.

- D. In the event that the Principal desires to terminate this Contract before the term of service has expired, he shall give the Superintendent at least ninety (90) days written notice of his intention to do so.

8. **CERTIFICATE:**

The Principal shall furnish to the Superintendent and maintain throughout the term of this Contract a valid and appropriate educator's certificate qualifying him to act as a Principal in the Commonwealth.

9. **STATE RETIREMENT ASSOCIATION:**

The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

10. **EVALUATION:**

The Superintendent of Schools shall evaluate the performance of the Principal annually. The scope of said evaluation shall include, but not be limited to, the evaluation of the Principal's performance of his duties and responsibilities:

- A. contained in the Principal's job description attached hereto;
- B. as presented and called for under M.G.L. Chapter 71;
- C. as contained in the Policies of the Lunenburg School Committee;
- D. as contained in the policies and directives of the Superintendent; and
- E. the annual school improvement goals mutually agreed upon by the Principal and the Superintendent.

The final evaluation may allocate said duties and responsibilities with various weight as determined by the Superintendent of Schools.

11. **BENEFITS:**

Leaves Of Absence

A. **Sick Leave**

- 1. For personal illness of the Principal, the Principal shall be entitled to fifteen (15) days sick leave per year. Any of these which are not used can be accumulated to two hundred (200) days without loss of pay.
- 2. The Superintendent, at her discretion, may require certification by a physician after five (5) consecutive days of sick leave.

3. For illness of a member of the Principal's immediate family, which necessitates an absence, up to five (5) days per school year may be charged to the Principal's personal sick leave. The immediate family is to be construed as spouse and children, spouse's children, mother, father, grandparent, grandchild, sister, brother, parent-in-law, or any other person who resides within the same household.

B. Death in the Family

1. For death in the immediate family of the Principal, an absence up to five (5) calendar days may be granted without loss of pay or other leave benefits.
2. The immediate family is to be construed as husband, wife and children, mother, father, grandparent, grandchild, sister, brother, mother-in-law and father-in-law or any other person who lives within the same household.
3. In the event of death of other close relative, one (1) day may be granted.

C. Personal Leave

1. The Principal is entitled to a maximum of three (3) personal days per year for the purposes of attending to personal or family business which cannot be conducted outside of school hours. Requests for personal days must be made in writing to the Superintendent at least 48 hours before the day of the proposed absence.
2. Personal days will not be granted generally during the first five (5) days of the school year, during the last five (5) days of the school year, or immediately preceding or following school vacation periods or holidays.
3. If the Principal wishes to use a personal day for personal illness or illness in the immediate family or emergency, the requirements for 48 hours' notice will be waived.
4. Unused personal days do not carry over into the next fiscal year. Any used personal days as of June 30th will be converted to sick time.

Benefits

Insurance. The Principal shall be eligible to participate in the present Group Insurance Plan in accordance with the provisions of said Plan in force and effect for employees of the Town of Lunenburg or in any comparable plan subsequently established to cover solely employees of the Town of Lunenburg.

Annuity. The Principal shall be eligible to participate in a Tax-Sheltered Annuity Plan or a Tax-Sheltered Mutual Plan established pursuant to appropriate federal, state and local laws, by December 1st of each school year.

Vacation

The Principal shall receive twenty-five (25) days of vacation per year. With prior notification to the Superintendent by June 20, the Principal shall be able to carry over ten (10) vacation days into the next fiscal year. In the event that the Principal's employment is terminated for any reason before the end of a work year, his vacation benefit shall be prorated for that year.

Professional Activities

1. The Principal shall be provided a laptop computer and an iPad during the term of this Contract. The computer and iPad shall remain the property of the Lunenburg Public Schools at all times.
2. With the Superintendent's written approval, the School District shall pay the Principal's dues and meetings up to \$700 annually for membership in professional associations, including, but not limited to, the Massachusetts Secondary School Administrators' Association.

Children Enrollment

The Principal will be allowed to enroll his children in the Lunenburg Public Schools. The district will not be responsible for their daily transportation. Their enrollment will be executed on or before a mutually agreed date between the Superintendent and the Principal. The district will honor their enrollment as long as the Principal is employed by the Lunenburg Public Schools.

Sick Leave Bank

The Principal may participate in the sick leave bank in accordance with the Lunenburg Education Association collective bargaining agreement.

Conference/Course Reimbursement

The Principal will be eligible to receive reimbursement for conference attendance OR graduate course work exclusively in education leadership in the amount of \$2,300. To be eligible for conference reimbursement, appropriate documentation of payment and attendance must be submitted. To be eligible for course reimbursement, the principal must have received the prior written approval of the Superintendent of Schools for the course and must receive a final grade of "B" or better. A final grade report must be submitted to the Superintendent's office in order to obtain reimbursement. To qualify for course reimbursement, the Principal must continue to be actively employed in the Lunenburg Public Schools during the school year following the completion of said course(s) or conference. Reimbursement will be provided no later than the second payday in October of the school year following the completion of said courses or conference.

OTHER REIMBURSEMENT FOR EXPENSES:

The Principal shall receive a \$800 stipend in July 2019 for an annual cell phone stipend for School Year 2019/2020. For School Year 2020/2021 and School Year 2021/2022, the Principal will receive an annual \$800 reimbursement for cell phone usage, which will must be supported with actual bills associated with Principal's cell phone account.

12. INDEMNIFICATION

The School Committee shall defend, hold harmless and indemnify the Principal, to the extent permitted by G.L. c. 258 against all civil demands, claims, suits, actions and civil proceedings brought against him, individually or in his capacity as an agent or employee of the School District, for acts or omissions occurring while he is acting within the scope of his employment, provided that the Principal furnishes the School Committee with written notice of any such demand, claim, suit, action or proceeding before costs are incurred, and provided further that the Principal complies with all obligations to assist in any litigation instituted in which indemnification under this provision is applicable.

The School Committee shall not be obligated to defend, hold harmless or indemnify the Principal in connection with any proceeding in which he is accused of criminal misconduct or an ethics violation, including any hearing on an application for a criminal complaint, or any internal investigation into allegations of misconduct by the Principal, regardless of the eventual outcome of such matter.

If the School Committee offers to provide the Principal with representation, and the Principal declines, choosing instead to be represented by his own attorney, the School Committee shall not be responsible for legal fees or other litigation expenses of the Principal and shall not be liable for damages, if any, unless the School Committee specifically approves of the Principal's counsel in advance, which approval shall not be unreasonably withheld.

This indemnification obligation shall survive the expiration of this Contract or the cessation of the employment relationship by any means other than dismissal for good cause.

13. **ENTIRE AGREEMENT:**

This contract embodies the entire agreement between the Lunenburg School District 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 Agreement supersedes all prior Agreements between the parties. This Agreement may not be changed except by agreement, in writing signed by all parties.

14. **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 HEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this 4th day of April, 2019.

Principal

Date: _____

Superintendent of Schools

Date: _____