## MILLIS PUBLIC SCHOOLS Middle School Principal CONTRACT OF EMPLOYMENT

This Contract is made this	st st day of July, 2023	between the Millis	School Committee,	hereinafter referred	l to as the
"Committee," and	hereinafter referre	d to as the "Middle S	School Principal."		

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

- 1. <u>Employment</u>: The Committee hereby agrees to employ as Middle School Principal of Millis Middle School and the Middle School Principal accepts employment on the following terms and conditions
- 2. Term: The Middle School Principal shall be employed for the period commencing July 1, 2023 and terminating on June 30, 2026. Any extension of the term of the Middle School Principal's employment shall be upon the same terms and conditions herein set forth unless otherwise agreed in writing by the parties, and it shall not be considered that the Committee and Middle School Principal have entered into a new agreement, unless expressly stated in writing and signed by both parties hereto.

In the event that the Middle School Principal desires to terminate the Contract before the term of service has expired, they may do so by giving at least sixty (60) calendar days written notice of their intentions to the Superintendent of Schools. In the event that the Superintendent desires to terminate the Middle School Principal's contract before the term of service has expired, they may do so by giving at least 30 days' notice. At the request of the Middle School Principal, such time limit may be waived by the Committee, upon the recommendation of the Superintendent. Otherwise, the Superintendent may dismiss, demote, or suspend the Middle School Principal in accordance with the M.G.L., Chapter 71, Sections 41 and 42D.

3. <u>Compensation:</u> The Middle School Principal shall be paid an annual salary according to the following schedule:

FY24 - \$128,000.00

FY25 - \$131,840.00

FY26 - \$135,795.00

A cell phone reimbursement of up to \$100.00 per month for Middle School Principal business.

A travel stipend of \$500.00.

Professional Development up to \$2000.00 per year will be provided by the district to aid in professional growth.

Membership in MSAA - Massachusetts School Administrators Association

Compensation shall be paid in equal installments in accordance with the policy of the School Committee of the Town of Millis. Should the Middle School Principal not complete a full year of employment, annual salary shall be prorated to reflect the reduction in the workdays.

- 4. **Fringe Benefits:** The Middle School Principal shall be entitled to all insurance (medical, hospital, and life) benefits and all other benefits currently available to other professional personnel, such benefits not to reduce benefits expressly provided for in the Contract or to be agreed upon in the future.
  - <u>4A. Professional Growth</u>: The Middle School Principal will be reimbursed the cost of tuition up to Seven hundred dollars (\$700.00) per year for graduate level courses passed with a grade of "A" or "B", contingent upon the prior approval of the Superintendent of Schools for courses taken at accredited colleges and universities.

The parties agree that Ana Hurley may maintain membership in such professional associations as in their judgment will aid their own professional development as Middle School Principal. The Committee will pay the membership fees therefore, subject to the budget and such guidelines as may be established by the Superintendent. The Committee will also pay conference fees for the professional growth of Ana Hurley as approved by the Superintendent.

5. **Duties and Responsibilities**: The Middle School Principal shall be the educational leader and manager of their school and shall supervise the operation and management of their school and school property, subject to the vision and direction of the Superintendent. The Middle School 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, coaches, paraprofessionals, and other personnel assigned to the school, for supervising and evaluating same, 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 Educational 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 Middle School Principal shall also faithfully and effectively perform the duties contained in the job description of Middle School Principal as approved by the Committee.

The Middle School Principal recognizes that their responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of their position as determined by the Superintendent of Schools and will expend the time and effort necessary to achieve effectively the goals and purposes of the Millis Public Schools.

6. Other Activities: The Middle School Principal may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from their duties as Middle School Principal and the Middle School Principal has received prior approval of the Superintendent.

## 7. Annual Work Schedule:

- A. The work year for the Middle School Principal shall be twelve (12) months with twenty-two (22) vacation days. They shall be allowed to accumulate said vacation days up to a maximum of ten (10) days and on any June 30th where their vacation days exceed ten (10) days, they shall be deemed to have forfeited and lost such excess days without pay.
- B. The Middle School Principal shall be entitled to two (2) days of personal leave each year of the agreement or any extension thereof. Such days shall not accumulate from year to year.
- C. In the event of death in his immediate family, the Middle School Principal shall be granted a leave of five (5) calendar days commencing with the day of death.

The immediate family is defined as: Employee's spouse, child or stepchild, father, mother, or member of the immediate household.

Three (3) calendar days shall be granted for sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, stepparent, step child, foster parent, foster child.

One day (1) shall be granted for brother-in-law, sister-in-law, aunt and uncle

D. PAID HOLIDAYS - Said Employee shall be paid their normal wage for legal and state holidays:

Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas Day

- 8. <u>Sick Leave:</u> The Middle School Principal shall begin their employment in Millis with (22) sick days. They will be granted an additional 18 sick days per year. the number of sick days to be accumulated shall be unlimited. There is no provision for sick leave buyout.
- 9. **Maintenance of Certification:** The Middle School Principal shall maintain appropriate certification in accordance with the regulations promulgated by the Massachusetts Department of Education.
- 10. **Performance:** The Middle School Principal shall fulfill all aspects of this contract. Any exception thereto shall be by mutual agreement between the Middle School Principal and the Superintendent of Schools, in writing,
- 11. **Evaluation:** The Superintendent of Schools shall evaluate the performance of the Middle School Principal annually based upon the following:
  - A. The duties and responsibilities contained in the Middle School Principal's job description;
  - B. As presented and called for under M.G.L., Chapter 71 as amended by the Education Reform Act of 1993;
  - C. As contained in the Policies of the Millis School Committee;
  - D. As contained in the policies and directives of the Superintendent of Schools;
  - E. The annual school improvement plan and the goals mutually agreed upon by the Middle School Principal and the Superintendent of Schools.

The Superintendent and Principal will meet prior to October 16th to establish annual goals. They will meet in mid-years, not later than March 1st, to assess performance, including progress made on the annual goals. The end-of-year-evaluation shall be completed before July 31st. The Superintendent shall meet with the Principal prior to the completion of the end-of-year evaluation.

- 12. **Entire Agreement**: The contract embodies the whole agreement between the Town of Millis School Department and the Middle School 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.
- 13. <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 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.
- 14. **Arbitration:** Any controversy or claim arising out of a specific and direct violation of this Agreement or the breach thereof shall be settled and determined by arbitration in accordance with the Voluntary Rules of the American Arbitration Association and judgment or decision by an Arbitrator selected pursuant to such rules shall be final and binding and may be entered into any court, tribunal, or commission otherwise having jurisdiction thereof, for

enforcement. Any claim for arbitration hereunder shall be made within twenty (20) working days of the act or incident alleged as a basis for the claim of controversy. If the Middle School Principal fails to file for arbitration within 20 days of the date when the Middle School Principal knew or should have known of the basis for the claim, the claim shall be deemed to have been waived.

- 15. <u>Indemnification Insurance</u>: The Committee shall provide the Middle School Principal with indemnification insurance equal to that, which is provided to the Superintendent.
- 16. Annuity and Credit Union: The Middle School Principal may participate in Annuity Plans pursuant to Chapter 71, Section 37B of the Massachusetts General Laws, appropriate Credit Unions and payroll deduction for savings plans, provided however, that requests for participation therein are made timely as required by law and other pertinent regulations.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

ADMINISTRATORI:	FOR THE MILLIS PUBLIC SCHOOLS:		
Middle School Principal	<b>Superintendent of Schools</b>		
Date	. ————————————————————————————————————		