AGREEMENT BETWEEN

XXXXXX SCHOOL DISTRICT

AND

FULL NAME

FULL NAME OF SCHOOL, SCHOOL PRINCIPAL

Agreement made this DAY day of MONTH, YEAR, by and between the XXXXXXXXXX School District in Worcester County in the Commonwealth of Massachusetts (the "District") and FULL NAME ("FULL NAME" or the "Principal"). In consideration of the promises herein contained, the parties agree as follows:

1. EMPLOYMENT/DUTIES: The District hereby employs FULL NAME as the Principal of FULL NAME OF SCHOOL of the XXXXXXXXXX School District to perform the duties as principal in accordance with the laws of the Commonwealth of Massachusetts and the District, and the Principal accepts such employment. The Principal agrees to faithfully perform the duties of principal under the supervision and direction of the Superintendent of Schools or designee. The Superintendent of Schools, or designee, will review the Principal's performance at least annually.

The Principal, if approved in advance by the Superintendent of Schools, may pursue other professional duties and obligations so long as they do not conflict with the performance of their primary duties and responsibilities as Principal. Outside professional duties and obligations may not exceed five (5) days in a fiscal year.

- 2. <u>TERM:</u> The term of employment under this Agreement commences on DATE and continues through DATE.
- 3. <u>COMPENSATION</u>: Effective DATE, FULL NAME's annual base salary will be SALARY IN WORDS (\$ SALARY NUMERICAL). The salary will be paid in equal installments in accordance with the rules of the District governing payment of other professional staff members employed by the District. Annual compensation will be reviewed at least once each fiscal year. The District may increase the Principal's salary during the Agreement's term if, at the District's discretion, their performance as Principal and the general economic conditions warrant such an increase. Any salary adjustment made during the term of this Agreement will be in the form of an amendment signed by both parties.

4. ALLOWANCE FOR EXPENSES:

- Travel necessary in the performance of professional duties: \$ NUMERICAL
 DOLLAR AMOUNT per fiscal year.
- Maintaining a personal cell phone costs \$ NUMERICAL DOLLAR AMOUNT per fiscal year.
- 3. Professional Development in accordance with the philosophy of the Educational Reform Act of 1993, to be used for the purpose of implementing an individual professional development plan mutually agreed upon in advance between the Principal and the Superintendent of Schools: \$ NUMERICAL DOLLAR

AMOUNT.

- 5. WORK YEAR: The Principal's work year consists of XXX days. These days include the required 185 days identified in the School Committee approved calendar and an additional XX (XX) work days. XX (XX) of the additional XX (XX) work days must include the two weeks before teachers report to work. The Principal must submit to the Superintendent a proposed schedule of the remaining XX (XX) additional work days on/or before the beginning of the contract year. During the summer months, the Principal must be available to communicate with the Superintendent if unexpected or time-sensitive issues arise. The Superintendent will endeavor to provide advance notice of any unexpected meetings that occur outside of the Principal's work year.
- 6. <u>LICENSURE</u>: The Principal will furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying them to act as Principal, as required by M.G.L. Chapter 71, Section 38G. Failure to provide or keep licensure current will be deemed good cause for dismissal.
- 7. <u>BENEFITS:</u> The Principal is entitled to group medical insurance and other appropriate benefits provided by the District to other XXXXXXXXXX School District professional employees, the Principal paying their share of the same.
- 8. TAX-DEFERRED ANNUITY: The District, at the request of the Principal and in

accordance with State law, will withhold and transfer an amount of salary annually, semi-annually, or monthly, said amount to be determined by the Principal, permitting the Principal to participate in a tax-deferred annuity program of their choosing.

- 9. <u>SICK LEAVE</u>: The Principal accrues fifteen (15) days of sick leave per year. Any sick leave not used during the term of this Agreement may be accumulated to a maximum accumulation of one hundred fifty (150) days. In its discretion, the District will have the authority to grant the Principal additional sick leave for up to a year in the event of major or catastrophic illness or disability.
- 10. BEREAVEMENT LEAVE: The Principal is entitled to bereavement leave up to (3) school days at any one time in the event of the death of the Principal's spouse, child, parent, grandparent, sibling, son-, daughter-, father-, mother-in-law, grandchild, significant other, or other member of the immediate household. The Principal will be granted one (1) day in the event of death of the Principal's brother-in-law, sister-in-law, uncle, aunt, niece, or nephew. If additional days are required, they may be granted at the discretion of the Superintendent of Schools. In the event of the death of any other individual with whom the Principal has a close personal bond, one (1) personal or sick day may be used.
- 11. <u>PERSONAL LEAVE:</u> The Principal will be granted up to three (3) days of personal leave per year which may be taken for legal, personal business, or household or family

matters which require absence during school hours. Application for personal leave will be made to the Superintendent of Schools at least forty-eight (48) hours before taking such leave (except in the case of emergencies). The Principal will not be required to state the reason for taking such leave other than that it is being taken under this section. If additional days are required, they may be granted at the discretion of the Superintendent of Schools.

- 12. <u>SERIOUS ILLNESS</u>: The Principal will be granted up to five (5) days per year to:
 - a. attend to the Principal's serious illness or injury or
 - b. care for the Principal's child, spouse, parent, or parent of a spouse who is suffering from a serious illness or injury; or
 - c. attend routine medical appointments for the Principal or their child, spouse, parent or parent of spouse; or
 - d. address the psychological, physical, or legal effects of domestic violence.
 Five (5) additional days per year may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section will be deducted from sick leave.
- 13. <u>FAMILY AND MEDICAL LEAVE:</u> The District will comply with the Family and Medical Leave Act of 1993.
- 14. <u>NOTICE OF RESIGNATION:</u> If the Principal does not intend to complete the full term of the Agreement or intends to leave the District at the end of a contract year, the

Principal must notify the Superintendent of Schools at least ninety (90) days prior to their last day of work for the District. Depending on the circumstances, this notice requirement may be waived by the District.

15. TERMINATION: The Superintendent of Schools may dismiss the Principal for good cause during the term of the Agreement and in accordance with M.G.L. Chapter 71, Section 41. As used herein, "good cause" means any ground put forth by the Superintendent of Schools in good faith that is not arbitrary, irrational, unreasonable, or irrelevant to building up and maintaining an efficient school system. Unless a good cause dismissal warrants immediate termination, the Superintendent of Schools will provide notice of termination to the Principal at least sixty (60) days prior to their last day of work in the District.

In a challenge to a discharge of the Principal, the authority of the fact finder will be limited to an award for back pay damages for the balance of the term after the discharge and will not include the authority to reinstate the Principal to any position.

16. <u>INDEMNIFICATION</u>: The District will indemnify the Principal when acting within the scope of their official duties to the extent permitted and subject to the provisions of M.G.L. Chapter 258. Notwithstanding any other provisions in this Agreement or elsewhere, this indemnification will not be effective or binding on the District unless the Principal provides reasonable cooperation to the District and their legal counsel in the

defense of any claim or litigation occurring during their employment or services as

Principal.

17. ENTIRE AGREEMENT: This Agreement embodies the entire understanding and

agreement between the 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, except as may be provided in writing signed by the District

and the Principal. This Agreement will be construed and interpreted in accordance with

the laws of the Commonwealth of Massachusetts.

18. <u>VALIDITY:</u> If any paragraph or part of this Agreement is invalid, it will not affect the

remainder of the Agreement, which will still be binding and effective upon both parties.

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

executed on this DAY OF MONTH day of MONTH, YEAR.

FULL NAME

FULL NAME Superintendent of Schools

Principal

7