

EMPLOYMENT CONTRACT

PRINCIPAL OF THE XX SCHOOL

AGREEMENT made this _____ day of _____, 2021 between the Norton School District, hereinafter referred to as the “District” and XX, hereinafter referred to as the “Principal”.

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The District hereby employs XX as the Principal of the XX School and XX hereby accepts employment as Principal of the XX School, subject to the terms and conditions hereinafter provided.

2. TERM:

- A. The Principal shall be employed for a period of five (5) years commencing July 1, 2021 and ending on June 30, 2025. For purposes of this Agreement, the anniversary date shall be July 1 of each year.
- B. The Superintendent and the Principal shall express their intent concerning a successor agreement by November 1, 2024.
- C. In the event that both the Superintendent and the Principal indicate their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by February 1, 2025.
- D. In the event the parties do not wish to commence negotiations for a successor Agreement, this Agreement shall terminate, as herein before provided, on June 30, 2025.
- E. Anything contained herein to the contrary notwithstanding, this Contract will automatically terminate on June 30, 2025, unless otherwise agreed upon in writing by the parties herein.

3. COMPENSATION:

A. The District agrees to pay the Principal, in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Principal, an annual salary of **\$125,000** for year one of the Contract beginning on July 1, 2021 and ending on June 30, 2022. The salary shall be payable in 26 equal installments and shall be subject to any adjustments agreed upon by the District and the Principal pursuant to Section 3.B. below. At no time during the life of this agreement, or any extension hereof, shall the Principal’s salary be reduced unless the FTE is reduced.

B. Each year during which this Contract is in effect, the Principal and the Superintendent shall meet at least ninety (90) calendar days prior to the anniversary date for the purpose of reviewing the Principal’s salary and expenses. It is agreed that the Principal shall receive a negotiated salary increase each year remaining on the Contract.

C. The Principal shall receive the same cost of living adjustment as the professional employees unit and said adjustment shall take place on July 1st of each year.

D. The Principal may also receive a performance adjustment in salary based on his performance evaluation. Said amount is to be negotiated with the Superintendent once the performance evaluation has been completed and is retroactive to July 1 of each year.

4. TERMINATION:

A. The District may dismiss the Principal at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a Principal, insubordination, or other just cause. In that event, the Principal will be given written notice, including a statement of the charges against him, and a hearing by the Superintendent. Any dispute about the termination of the Principal by the District shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof for enforcement pursuant to the provisions of M.G.L. c.150C or, if c.150C is determined to be inapplicable, then pursuant to the provisions of c.251 of the General Laws relative to arbitration of commercial disputes. These proceedings may be initiated by filing a demand for arbitration with AAA.

B. Arbitrator's Authority

Either party may invoke the above arbitration provisions by filing a demand for arbitration with the American Arbitration Association and the other party. The parties agree to submit to subpoenas issued by the Arbitrator. The Arbitrator shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Principal.

The Arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the Contract. In the event of his termination, the Principal shall have a duty to mitigate damages by seeking employment in another school district, and, if the Principal obtains a comparable position, the District's damages shall be reduced by an amount equal to the compensation of the comparable position.

A dismissal by the District shall sever any and all rights that the Principal shall have under this Agreement for the balance of the Contract period subsequent to the dismissal, including, without limitation, any claim to compensation, subject to review of an Arbitrator pursuant to Section 4.A. of this agreement.

C. In the event that the Principal desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 60 calendar days' notice of his intention to the Superintendent or such other notice as is mutually agreed to by the parties in writing.

5. DUTIES:

The Principal shall manage the responsibility of the Principal's role in a fashion consistent with state law and the policy determinations of the Superintendent. He shall faithfully, diligently, and competently perform his duties and responsibilities as Principal.

6. LICENSURE:

The Principal shall furnish to the Superintendent and maintain throughout the term of this Contract a valid and appropriate licensure qualifying him to act as Principal of the Middle School of such district in the Commonwealth, as required by M.G.L. Said license shall be what has been defined in the job description.

7. OUTSIDE ACTIVITIES:

A. The Principal may accept speaking, writing, lecturing or other engagements of a professional nature as she sees fit, provided they do not interfere with her duties as Principal.

B. The Principal may undertake or engage in consulting work of any nature after first notifying the Superintendent, provided that the consulting work does not interfere with the performance of his duties as Principal.

8. REIMBURSEMENT OF EXPENSES:

A. Travel Expenses- The District shall reimburse the Principal for reasonable out-of-state and in-state travel expenses incurred in the performance of his duties under this Section for the purpose of attending conferences and workshops including transportation costs, lodging, meals and conference fees and other related expenses. The total available is up to \$3,000 per year.

B. Professional Memberships - The Committee shall pay the Principal's membership dues for membership in any association the Principal deems appropriate with prior approval from the Superintendent. The total available is up to \$1,000 per year.

C. The District will provide at no cost to the Principal a tablet and laptop computer offered by the District.

D. District will reimburse the Principal \$500 per year for the use of his personal cell phone. Such payment to be made on June 1st of each year. The District will also provide a one-time reimbursement up to \$1,000, with documentation, for the purchase of a new cell phone.

E. The District will provide a total reimbursement for completion of graduate course work that is pre-approved by the Superintendent of \$1,500 per contract year. Said reimbursement may also be utilized for workshops as agreed between the Principal and Superintendent.

9. STATE RETIREMENT ASSOCIATION:

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

10. PERIODIC EXAMINATION:

The Principal shall provide, if requested by the Superintendent, a report made by a registered physician relative to his ability to perform the essential functions of the job of Principal. A report certifying his freedom from tuberculosis in a communicable form shall be maintained as part of the records of the school district as required by M.G.L. c.71, §55B. The cost of said examination, beyond the amount paid by insurance, will be paid by the District.

11. FRINGE BENEFITS:

A. Medical, Hospital, Dental and Life Insurance

The Principal shall be eligible to participate in the same medical, hospital, dental and life insurance benefits provided by the Town and School Committee to other employees, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

B. Other Benefits

The Principal shall be entitled to all other fringe benefits currently available to professional employees of the school district. This provision is not intended to reduce benefits expressly provided in this Contract. However, the Principal and the Superintendent may agree in the future to alter components of these benefits or to add benefits not currently available to other professional personnel.

12. VACATION:

The Principal shall receive each contract year **twenty-five (25) working days** of vacation, which shall be credited on the first day of each contract year. The Principal may carry over up to **five (5)** vacation days to the following year to a carry-over accumulation of five (5) days. In the event that this contract is terminated for any reason prior to its expiration date, the Principal's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis. Any additional unused vacation days shall be deemed waived or handled otherwise as mutually agreed upon. In addition to said vacation days, the Principal shall be entitled to leave with pay on each holiday recognized by the Commonwealth of Massachusetts or the Norton School Committee.

13. SICK LEAVE:

A. The Principal shall accrue annual sick leave at the rate of **fifteen (15) days** per year during the term of this contract, and days shall be credited on July 1 of each contract year, with unused sick leave accumulating to 180 days. There shall be no reimbursement of any kind for unused sick days.

B. Additional sick leave, beyond the terms provided, herein, may be granted to the Principal by the Superintendent at his sole discretion.

C. The Principal shall receive **three (3)** personal days per year.

D. Family Medical Leave Act

1. The Principal and the District are subject to the provisions of the Family Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to the eligible Principal under this Agreement. Where the Principal takes leave under one of the following articles related to leave for a reason which would entitle the Principal to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the Principal's statutory FMLA leave entitlement. FMLA leave is not cumulative and not in addition to leave currently available to the extent such leaves are for reasons covered by the FMLA.

2. In an emergency situation concerning the Principal covered by this agreement or the family member of the Principal, the Principal will notify the Superintendent of the need for leave within three (3) school days of the event unless physically unable to do so.

3. In case of personal illness, the Principal will notify the Superintendent of the need for FMLA leave when absent on the seventh (7th) consecutive business day. FMLA leave will begin on the first day of the absence. Actual leave shall be treated as paid sick leave and the Principal will be permitted to use her sick leave providing days have been accrued.

4. The period of FMLA leave shall be calculated from the initial date of absence for events referred to in 2 and 3 above. FMLA shall not be considered a break in service.

5. In case of a planned absence, FMLA notification procedures will be followed.

14. BEREAVEMENT LEAVE:

Employee shall be granted bereavement leave with pay for a period not in excess of five (5) days, except as is otherwise provided herein, in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, grandparent-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other member of the Principal's immediate household. One (1) day leave of absence without loss of pay shall be granted in the event of the death of an aunt, uncle, niece, or nephew.

15. EVALUATIONS:

A. The Superintendent shall evaluate and assess in writing the Principal’s performance during the term of this Agreement using the new Administrator Evaluation Process as per the Model Language recommended by the Department of Elementary and Secondary Education.

B. The Principal may meet with the Superintendent in a good faith effort to mitigate performance evaluation concerns that may arise at any point during the term of this contract.

16. PERFORMANCE:

The Principal shall fulfill all aspects of this Contract to the best of his ability. Any exceptions thereto shall be by mutual agreement between the Principal and the Superintendent in writing.

17. INDEMNIFICATION:

A. The District shall at all times indemnify and hold harmless the Principal to the maximum extent and in accordance with the terms of M.G.L. c. 258. The Principal shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship, the Principal shall be compensated for his participation in the presentation or preparation of a case in a judicial, administrative or arbitral forum at his then effective per diem rate of pay.

B. This indemnification provision, Section 17 A and B shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

18. ENTIRE AGREEMENT:

This Contract embodies the entire agreement between the Principal and the Superintendent, 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 by a writing signed by the party against whom enforcement thereof is sought.

19. INVALIDITY:

If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2021.

Joseph F. Baeta, Ed.D. Date
Superintendent of Schools

XX Date
Principal
XX School