

EMPLOYMENT CONTRACT - ELEMENTARY PRINCIPAL

The agreement commences on July 1, 2014, by and between the Rowe School District (RSD) Superintendent, hereinafter referred to as the "Superintendent," and _____, hereinafter referred to as the "Principal."

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

1. Term: The Superintendent hereby employs, and _____ hereby accepts employment as Principal in the RSD for a three (3) year period commencing on July 1, 2014 and terminating on June 30, 2017.
 2. Duties and Responsibilities: The Principal shall faithfully and effectively perform the direct and implied duties and responsibilities contained in the job description of this position as described in Addendum A Job Description - Elementary Principal.
 3. Work Year: The Principal is considered to be a twelve-month employee. The work year shall commence on July 1 and end on June 30 pursuant to the Contract Terms.
 4. Warrantees of Principal:
 - A. The Principal shall furnish and maintain throughout the term of the contract a valid and appropriate certificate qualifying him to act as an Elementary Principal in the Commonwealth.
 - B. The Principal, by the Agreement, agrees to conform to all Rules and Regulations of the School District and to conform to ethical standards expected of persons performing professional duties of the same or like nature. It is the expectation of the parties that his conduct will at all times be of the highest ethical standards of the profession.
 - C. The Principal agrees to use his best efforts to perform the duties of the office diligently, professionally and efficiently. The Principal agrees not to pursue any course of conduct inconsistent with full time service to the district, except with prior approval of the Superintendent.
 5. Salary: For July 1, 2014 through June 30, 2015, the Principal shall be paid an annual salary of \$79,719. For July 1, 2015 through June 30, 2016, the Principal shall be paid an annual salary of \$81,712. For July 1, 2016 through June 30, 2017, the Principal shall be paid an annual salary of \$83,755. ✓
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- The above compensation will be paid in equal installments in accordance with the policy of the School Committee. Any adjustment to the salary made during the term of the Contract shall be by written amendment to the Contract, and such amendment shall not extend the term of the Contract or vary any provision thereof, unless the same is specifically provided in such written amendment.
6. Travel: A travel stipend of \$1,000 will be paid each year and said payment shall be included in equal installments during the regular pay cycle.

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7. Professional Development: The Principal will be entitled to \$2,000 for professional development each year to attend coursework, workshops, professional association memberships, resources for school-based initiatives, or any other related professional development approved by the Superintendent.
8. Benefits: The Principal will have available to him participation in Group Medical, Surgical, Hospitalization, Dental, Life Insurance and other forms of insurance permitted by G.L., Ch. 32B which are provided to other employees of the Rowe School District.
9. Vacations: The Principal shall be entitled to twenty-five (25) working days of vacation per year during the term of the contract plus legal holidays. Vacation time is subject to the approval of the superintendent and should be taken when school is not in session. Unused vacation may be accumulated to fifty (50) days (i.e., up to a total of twenty (25) vacation days may be rolled over into the next contract year). Any vacation days accumulated beyond this amount shall be forfeited at the conclusion of the contract year. These days will be paid to the Principal at the time of termination of employment at the Principal's then current per diem rate.
10. Paid Holidays: 12 ½ per year: Labor Day, Columbus Day, Veteran's Day, ½ day the Day before Thanksgiving, Thanksgiving, the Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, and July 4th. When a regularly scheduled holiday falls on a weekend, the Principal will be granted a day off, with pay on a day determined by the Superintendent. When Christmas and New Years fall on a Tuesday or a Thursday, the Mondays prior or the Fridays following shall be paid holidays as determined by the Superintendent.
11. Sick Leave: The Principal shall be entitled to fifteen (15) days of sick leave per year. Unused sick leave shall be accumulated with the renewal of each contract with a maximum accumulation of one hundred eighty (180) days. The Superintendent, upon request, will be furnished with proper medical certification of illness or disability when the Principal is receiving sick leave pay and the Principal may be required to authorize the school physician to consult with his personal physician and review medical records, if requested. Unused sick leave will not be compensated upon the retirement of the Principal, non-renewal of the contract, termination, demotion, suspension, resignation, or other separation from employment.
12. Bereavement: The Principal shall be entitled to up to five (5) days of paid leave for each bereavement due to the death of an immediate family member (i.e. spouse, parent, child, sibling, and including step and foster relationships), and up to three (3) days of paid leave for each bereavement due to the death of grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, or domestic partner. The Superintendent may grant additional bereavement leave.
13. Performance Evaluation: The Superintendent of Schools shall annually evaluate the performance of the Principal. The process for evaluating the Principal will be based on the Model Evaluation System adopted by the Massachusetts Department of Elementary and Secondary Education in 2012, and any successor System.

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14. Termination, Demotion and Suspension:

- A. In the event that said Principal desires to terminate this contract before the term of services shall have expired, he may do so by giving at least a 60-day notice of his intention to the Superintendent. The Superintendent shall give at least a 60-day notice of his intention not to renew this contract.
- B. This agreement may be terminated prior to the expiration date of the agreement for good cause, for financial exigencies, and/or due to a reorganization. In the case of financial exigencies and/or reorganization, the Superintendent may terminate the agreement, cause a reduction of the workday or work year, or demote the Principal to a less skilled position. If the workday or work year is reduced there will be a corresponding proration of the salary to reflect the changed workday or work year. In the event of a demotion the parties will negotiate the salary rate of the new position. In the event the Principal is no longer required to perform certain duties or is required to perform other duties in its place, the parties will negotiate the salary rate and duties of the new/modified position.
- C. The Superintendent may dismiss or demote the Principal in accordance with Massachusetts General Laws, Chapter 71, Section 41, and upon such dismissal this Contract shall be deemed to be terminated.
- D. The Superintendent may suspend the Principal in accordance with Massachusetts General Laws, Chapter 71, Section 42D.
- E. All notifications between the parties under this section (i.e., Section 13) shall be by certified or registered mail to the Central Office of the School District or the Principal's home address as maintained in the Central Office of the School District.

15. Indemnification: The District agrees to indemnify the Principal in the maximum amount provided for within, and consistent with the limitations set forth in Chapter 258 of the General Laws of the Commonwealth.

WHEREFORE, the parties hereby sign the contract of employment for Principal:

Date: 1/14/14

By: [Signature]
Principal

Date: 1/14/14

By: [Signature]
Superintendent of Schools

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ADDENDUM A

JOB DESCRIPTION: ELEMENTARY PRINCIPAL

QUALIFICATIONS:

1. Current MA Teacher Certification as Elementary School Principal
2. Master Degree with course work in Education Administration (Elementary)
3. Evidence of successful elementary teaching or administration preferred
4. Alternatives to the above qualifications as the Superintendent may find appropriate and acceptable

REPORTS TO: Superintendent of Schools

JOB GOAL: To use leadership, supervisory and administrative skills so as to promote the educational and social/emotional development of each student and the effective performance of school personnel.

ESSENTIAL FUNCTIONS:

1. Ability to read, reason and understand policies and procedures and related information and to follow verbal or demonstrated instructions.
2. Physical ability to perform all necessary upper and lower body movement.
3. Ability to talk, hear, see, speak, correctly perceive.
4. Ability to do reaching, lifting, basic math, writing, eye-hand coordination, sitting, stooping.

PERFORMANCE RESPONSIBILITIES:

SCHOOL CLIMATE

1. Establishes and maintains an effective, challenging and supportive learning climate in the school.
2. Establishes, maintains and encourages positive relationships with students, parents and staff to foster understanding and solicit support for overall school objectives and programs; and to discuss and resolve individual student problems.
3. Works with various members of the central administration staff on school problems of more than in-school import, such as transportation and special services.
4. Demonstrates a positive attitude in addressing job related challenges and opportunities.
5. Budgets school time to provide the efficient conduct of school instruction and business.
6. Delegates authority to responsible personnel to assume responsibility for the school in the absence of the principal.

SUPERVISION

1. Supervises all professional and support personnel who are assigned to the school.
2. Maintains high standards of student conduct and enforces discipline as necessary
3. Supervises the maintenance of accurate records on the progress and attendance of students, their conduct and matters of health.
4. Orients newly assigned staff members and assists in their development as appropriate.
5. Evaluates and counsels all school professional and support personnel annually in accordance with School Committee policy and makes recommendations to the Superintendent regarding the employment of discharge of school personnel.
6. Assumes responsibility for the implementation, explanation and observance of all School Committee policies and regulations by the school personnel, students and parents.
7. Participates in the recruitment and selection of all school personnel.
8. Performs such other duties and responsibilities as may be assigned by the Superintendent.

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PROGRAM DESIGN

1. Initiates, designs and implements programs to meet specific needs of the school.
2. Leads in the development, determination of appropriateness and monitoring of the instructional program which promotes the achievement of each student.
3. Assists in the development, revision and evaluation of the curriculum.
4. Supervises all activities and programs that are outgrowths of the school's curriculum.
5. Supervises the guidance program to enhance individual student education and development.
6. Assumes responsibility for his/her own professional growth and development through membership and participation in the affairs of appropriate professional organizations; attendance at regional, state and national meetings; and enrollment in advanced courses as needed.
7. Cooperates with college and university officials regarding teacher training and preparation

COMMUNICATION

1. Communicates effectively with all constituents associated with the school.
2. Keeps the superintendent informed of school events and challenges.
3. Serves as a member of such committees and attends such meetings as directed by the Superintendent.
4. Conducts regular staff meetings to promote communication, decision making and to keep personnel informed of pertinent information.
5. Participates in principals' meetings, and such other meetings as are required or appropriate.
6. Serves as an ex officio member of all committees and councils within the school.
7. Responds promptly to written and/or oral requests for information.
8. Assumes responsibility for all official school correspondence and news releases.
9. Attends special events to recognize student achievement and attends school sponsored activities and functions.

BUDGET

1. Assists in the preparation of the school budget. Submits, monitors and manages the expenditure of the school budget.
2. Supervises the maintenance and control of the various local funds generated by student activities.

FACILITIES

1. Supervises the maintenance of all required building records and reports as well as prepares reports and all other paperwork as requested by the Superintendent.
2. supervises the daily use of the school facilities for both academic and non-academic purposes.
3. Plans and supervises fire drills and other emergency preparedness drills as needed.
4. Assumes responsibility for the safety and administration of the school's physical plant in cooperation with the Head Custodian and Director of Facilities and Transportation.
5. Provides for adequate inventories of school property and for the security and accountability for that property.
6. Performs such other duties and responsibilities as may be assigned by the Superintendent.

LEGAL AND ETHICAL DUTIES:

1. Maintains confidentiality about all aspects of student and staff performance and written and oral records.
2. Demonstrates a respect for the legal and human rights of students, staff and parents.
3. Follows health and safety procedures established by the district.
4. Arrives and departs punctually, notifying appropriate personnel about absences and coverage.
5. Demonstrates loyalty, dependability, integrity and other ethical standards.

SETTLEMENT AGREEMENT BY AND BETWEEN
THE ROWE SCHOOL COMMITTEE
AND THE
THE ROWE TEACHERS ASSOCIATION/MTA/NEA

The Rowe School Committee and Rowe Teachers Association hereby agree to the following terms, conditions, and understandings to be incorporated into a successor labor agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. ARTICLE XVIII – SICK LEAVE

- a. Section A. Add the following as a new second sentence:

“In the first year of employment teachers shall begin the year with three (3) sick days and shall accumulate 1.2 sick days per month thereafter.”

- b. Section H. Revise this section as follows:

“A teacher who retires, is laid off, including the closing of School after ten (10) years of service, defined in Art. VI, S.D., including approved leaves of absence, shall receive fifteen percent (15%) on all accumulated sick leave at the Teacher’s then current rate of pay. A teacher who terminates his/her employment by choice after ten (10) years of service, including approved leaves of absence, shall receive ten percent (10%) on all accumulated sick leave at the Teacher’s then current rate of pay. A teacher who is terminated for cause or is hired on or after August 15, 2014 shall not be entitled to the above accumulated sick leave payment.”

- c. Section G. Replace “fifteen (15)” with “twenty five (25).”

2. ARTICLE XXI – PERSONAL LEAVE, SECTION A

Revise subsection 2 as follows:

“Except in cases of emergency, personal leave must be applied for at least five (5) school days in advance of the proposed date(s) of leave.”

3. ARTICLE XXXIII – OVERNIGHT CLASS TRIPS

Replace the current first paragraph with the following:

“Each teacher will receive fifty dollars (\$50.00) per night for overnight class trips if the following criteria are met:”

4. ARTICLE XXXIV – DURATION

Revise to reflect a three year term, August 15, 2014 to August 14, 2017.

5. NEW ARTICLE – NON-DISCRIMINATION

Add the following as a new Article titled “NON-DISCRIMINATION”:

“The parties agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age, sexual orientation, gender identity, sex, or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of their position with a reasonable accommodation. Further, employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment, based on race, religious creed, national origin, ancestry, age, sex, handicap or other basis protected by applicable law, including but not limited to their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.”

6. NEW ARTICLE – AFTERSCHOOL MEETINGS

Insert a new Article titled “AFTERSCHOOL MEETINGS” as follows:

“The Principal may have up to one (1) mandatory afterschool meetings per month of no more than one (1) hour in length. Such meeting shall be schedule at least a month in advance, unless there are exigent circumstances.”

7. NEW ARTICLE – TEACHER MENTOR

Insert a new Article titled “TEACHER MENTOR” as follows:

“One teacher may be assigned as a teacher mentor. The mentoring of teachers is a vital component in ensuring excellence in education. Mentoring will consist of open dialog, reciprocal classroom obligations, and constructive feedback in a mutually supportive environment. The teacher mentor shall maintain a log which details all of the time spent performing mentoring activities. The teacher mentor shall receive a stipend between the range of two hundred fifty dollars (\$250) to five hundred dollars (\$500) per year as determined by the Principal based upon the level of mentoring responsibilities.”

8. REPLACE ROMAN NUMERALS

Revise contract such that Article roman numerals are replace with standard numerical values. i.e. Article IX becomes Article 9.

9. WAGE INCREASE

Three year contract as follows:

Effective August 15, 2014: 1.50% across the board wage increase
Effective August 15, 2015: 1.75% across the board wage increase
Effective August 15, 2016: 2% across the board wage increase.

FOR THE ROWE SCHOOL
COMMITTEE:

L. Albal
Susan Zavotta
Lu Hill

DATE: 8-25-14

FOR THE ROWE TEACHERS
ASSOCIATION:

Susan P. Ryan
Patricia Tierney
Keri Mcately

DATE: 9/19/14