

NORTH BERKSHIRE SCHOOL UNION

Clarksburg * Florida * Monroe * Savoy

98 Church Street
North Adams, MA 01247
Ph: 413-664-9292 Fax: 413-664-9942

Jon L. Lev
Superintendent

Carrie L. Garivaltis
Business Administrator

CONTRACT OF TEACHING PRINCIPAL

THIS AGREEMENT, made as of July 1, 2014 and between the SAVOY PUBLIC SCHOOLS, hereinafter referred to as SAVOY, and Cathy Chapman, hereinafter referred to as the TEACHING PRINCIPAL.

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

1. **EMPLOYMENT:** SAVOY hereby employs ~~CATHY ANN CHAPMAN~~ as TEACHING PRINCIPAL of the Savoy Elementary School within the public schools of SAVOY, and the TEACHING PRINCIPAL hereby accepts employment on the following terms and conditions:

2. **TERM:** The TEACHING PRINCIPAL shall be employed for a three (3) year period commencing July 1, 2014 Through June 30, 2017 The Teaching Principal will be notified in writing by April 1, 2017 if her contract is not to be renewed for the next ensuing year.

3. **COMPENSATION:**

- a) The TEACHING PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement payable in 26 equal installments according to the following schedule:

2014-2015- \$69,000.00
2015-2016- \$70,380.00 (2%)
2016-2017- \$71,788.00 (2%)

- b) The salary stated herein shall not be reduced below the amount received by the TEACHING PRINCIPAL in the previous contract year, provided however, that a TEACHING PRINCIPAL'S salary may be reduced upon his or her demotion by the Superintendent, an administrative reorganization or transfer to another position.

4. **CONDITIONS OF EMPLOYMENT:**

- a) **MEDICAL INSURANCE:** TEACHING PRINCIPALS are eligible to receive the same health insurance benefits and options as are available to all other District employees.
- b) **LIFE INSURANCE:** TEACHING PRINCIPALS are eligible to receive life insurance in the amount and with options as are available to all other District employees.
- c) **EXPENSE REIMBURSEMENT:** TEACHING PRINCIPALS shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of Massachusetts and the policies of the Savoy School Committee, when approved in advance by the Superintendent of Schools. Whenever required to travel, TEACHING PRINCIPALS shall be reimbursed at the rate per mile approved by the Savoy School Committee. TEACHING PRINCIPALS will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions which have been approved in advance by the Superintendent of Schools.

- d) **PROFESSIONAL IMPROVEMENT:** TEACHING PRINCIPALS will be reimbursed for up to three (3) college level three (3) credit courses per year at the rate of \$100 per credit. Courses must have prior approval of the Superintendent and may be in the area of instruction or administration. All courses must receive a passing grade to qualify for reimbursement
- e) **SICK LEAVE:** TEACHING PRINCIPALS are entitled to twelve (12) days of sick leave annually to be used when illness makes attendance impossible. This leave shall be permitted to accumulate to one hundred and eighty (180) days.
- f) **PERSONAL LEAVE:** TEACHING PRINCIPALS are allowed, on a non-cumulative basis, three (3) days of paid personal leave. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Additional leave may be granted by the Committee in unusual or extenuating circumstances.
- g) **BEREAVEMENT LEAVE:** In the event of the death of the husband, wife, child, mother, father, stepmother or stepfather, for a period not in excess of five (5) consecutive school days, and in the event of the death of mother-in-law, father-in-law, brother, sister, guardian, grandfather or grandmother, for a period not in excess of three (3) consecutive school days and in the event of the death of an aunt or uncle of the TEACHING PRINCIPAL for a period not in excess of one (1) school day. The beginning of such leave to commence with the date of death except for uncle or aunt in which case leave may be taken on the day of the funeral however, under extraordinary circumstances the leave may be taken at a later time subject to Committee approval.
- h) **JURY DUTY:** The TEACHING PRINCIPAL who is required to be absent from work because of jury duty shall continue to be paid his/her regular salary during the first three (3) days of jury duty. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.
- i) **INDEMNIFICATION:** TEACHING PRINCIPALS should immediately report, in writing to the Superintendent, all cases of abusive conduct and torts suffered by them in connection with their employment. The Savoy School Committee will provide indemnification whenever a TEACHING PRINCIPAL becomes eligible therefore pursuant to the provisions of Chapter 258 of M.G.L.

5. **DUTIES AND RESPONSIBILITIES:** The TEACHING PRINCIPAL shall be the educational leader and manager of the school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The TEACHING PRINCIPAL shall be responsible, consistent with district personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, 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 Education Reform Act of 1993.

The TEACHING PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of TEACHING PRINCIPAL as attached hereto in attachment marked "A".

The TEACHING PRINCIPAL recognizes that his/her responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Savoy Public Schools.

6. **ANNUAL WORK SCHEDULE:** The TEACHING PRINCIPAL'S work year shall consist of one hundred and ninety-one (191) work days. The TEACHING PRINCIPAL shall be available on other days at the request of the Superintendent unless other arrangements and/or planned vacations have been made with the Superintendent of Schools.

7. **OTHER ACTIVITIES AND PROFESSIONAL DUES:** The TEACHING PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his/her duties as TEACHING PRINCIPAL and the TEACHING PRINCIPAL has received prior approval of the Superintendent. The District shall pay for reasonable dues or membership to the Massachusetts Elementary School Principals' Association and/or other professional associations as determined by the TEACHING PRINCIPAL and with the approval of the Superintendent.

8. **PERFORMANCE:** The TEACHING PRINCIPAL shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the TEACHING PRINCIPAL and the Superintendent of Schools in writing.

9. **TERMINATION, DEMOTION AND SUSPENSIONS:**

- a) In the event that a TEACHING PRINCIPAL desires to terminate his/her contract before the term of service shall have expired, he/she may do so with at least sixty (60) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise, the Superintendent may dismiss, demote or suspend the TEACHING PRINCIPAL at any time for good cause and in accordance with the procedures contained in Massachusetts General Laws, Chapter 71, Section 41 and 42D.
- b) As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or relevant to the sound operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

10. **EVALUATION:** Performance of this job will be evaluated in accordance with school district practices and policies based on the Massachusetts Model System for Education Evaluation.

11. **ENTIRE AGREEMENT:** This contract embodies the whole AGREEMENT between the TOWN OF SAVOY SCHOOL DEPARTMENT and the TEACHING 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.


12. **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 WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 12th of June the year Two Thousand Fourteen.

TEACHING PRINCIPAL


Cathy-Ann Chapman

for the SAVOY PUBLIC SCHOOLS

By 
Superintendent of Schools