

ERVING SCHOOL UNION#28
SHUTESBURY PUBLIC SCHOOLS
PRINCIPAL'S CONTRACT OF EMPLOYMENT

1. **EMPLOYMENT:** Effective July 1, 2020, the District hereby employ _____ as Principal of the Shutesbury Elementary School, and the Principal hereby accepts employment on the terms and conditions as indicated.
2. **TERM:** The Principal shall be employed for the period commencing on July 1, 2020 and ending on June 30, 2023.
3. **COMPENSATION:** The Principal shall be paid an annual salary of \$95,000 for the period July 1, 2020 through June 30, 2021; the wage increases for the period July 1, 2021 through June 30, 2022 and for period July 1, 2022 through June 30, 2023 will be Determined via budget discussions for each of those fiscal years. Payment will be made in equal installments according to Town practice which is currently on Tuesdays on a biweekly basis.
4. **DUTIES AND RESPONSIBILITIES:** The Principal shall be the educational leader and shall supervise the operation and management of the Shutesbury Elementary School and associated school property, subject to the supervision and direction of the Superintendent and consistent with the policies of the School Committee. The Principal shall be responsible, consistent with personnel policies and budgetary restrictions, and subject to the approval of the Superintendent, for hiring all teachers and other personnel assigned to the school.
5. **HOURS OF WORK:** The Principal recognizes that his or her responsibilities and conduct is not determined by the prescribed hours of work and may require additional time without additional compensation. He or she agrees to perform the directed and implied duties of the position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purpose of the school district. This responsibility includes attendance at School Committee meetings, School Committee Sub-Committee meetings, various parent organization meetings, and such other meetings as may be required by the Superintendent of Schools.
6. **WORK YEAR:** The work year will be from July 1st through June 30th. During that period, the Principal will work at least 215 days, of which no less than 20 days and no more than 25 days will occur between July 1 through August 31 of each year.
7. **VACATION:** There will be no paid vacation.
8. **HOLIDAYS:** There will be no paid holidays.
9. **SNOW DAYS:** If the weather is severe, the Principal may choose not to come to school and the day would not count as one of her 215 contracted days of work.
10. **SICK LEAVE:** The Principal is entitled to one and one-half days (1-1/2) of sick leave per month. Unused sick leave may accumulate indefinitely.
11. **BEREAVEMENT LEAVE:** A Principal who suffers a death in his or her immediate family may have up to five (5) days leave in consequence of responsibilities associated with that death. Bereavement leave may be extended upon application to and at the discretion of the Superintendent.

12. **PERSONAL LEAVE:** The Principal shall be entitled to three (3) personal days with pay which shall not have as its purpose the extension of either a vacation or holiday. Except in an emergency, twenty-four hour written notice shall be given of intent to take a personal day. The Superintendent may require explanation for the purpose of the personal day.

13. **PARENTAL LEAVE:** Parental Leave will be granted in a manner provided by M.G.L., C. 149, Sec. 105D and other applicable statutes, Federal and State.

14. **LEAVE OF ABSENCE:** An unpaid Leave of Absence may be granted for up to one (1) year with the approval of the Superintendent and the School Committee. Written notification of intent to return to the previous position held must be given to the Superintendent of Schools by January 31 of the preceding school year that the Principal is to return.

15. **PRIOR EARNED BENEFITS:** All benefits previously accumulated in service as a Principal at the Shutesbury Elementary School will be considered a property right earned by the Principal and brought forward to this and future terms of employment,

16. **PROFESSIONAL ACTIVITIES:** The Principal may accept and be compensated for speaking, writing, lecturing, or other engagements of a professional nature subject to the approval of the Superintendent, which approval will not be unreasonably denied.

17. **SUPERVISION:** The Superintendent shall evaluate the Principal's job performance from time to time and at least annually by July 1 in accordance with 603 CMR 35.04-35.1 1, including Standards and Indicators for Effective Administrative Leadership Practice.

18. **VOLUNTARY TERMINATION:** In the event that the Principal desires to terminate this contract before the term of service shall have expired, he or she may do so by giving at least 120 days notice of his or her intention to the Superintendent.

19. **TERMINATION AND OTHER DISCIPLINE:** In the event the Superintendent of Schools wishes to terminate the employment of the Principal before the term of service shall have expired or otherwise discipline the Principal, he or she may do so for good cause, i.e., a ground which is put forward in good faith, which is not arbitrary, irrational, unreasonable, or irrelevant to the successful performance of the Principal's duties. Termination or other major disciplinary act will result from a procedure which is consistent with fundamental fairness and is justified by the misconduct or shortcoming. In the case of contract termination, the Principal shall have the right to obtain non-binding mediation of the dispute within fourteen days of the implementation of the termination of employment; the cost of the mediation to be shared equally between the School District and the Principal.

In the event that Erving School Union #28 is dissolved or that Shutesbury Elementary School is no longer a member of Union #28, this contract will be terminated and a new contract with the governing body for Shutesbury Elementary School will need to be established.

20. **INSURANCE:** The Principal will be eligible to receive the same term life insurance and health insurance, paying the same portion of the cost, as teachers in the School District. The School District will include the Principal in Liability and School Committee Indemnification Insurance carried by the Town or District.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral agreements or understandings




between them relating hereto. Except as referred to herein, there are no other promises or conditions between the parties relating to the subject matter of this Agreement.

22. SEVERABILITY: In any term or provision of this Agreement shall be held to be overly broad, invalid or unenforceable, the remainder of this Agreement or the Application of such term or provision to circumstances other than those as to which it is over broad, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. COMPLIANCE/CONTROLLING LAW: Principal shall comply with all applicable federal, state and local laws, regulations and ordinances as well as all Shutesbury Elementary School policies, rules and regulations.

The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts whose state and federal courts shall have sole and exclusive jurisdiction to hear disputes arising under this Agreement, without reference to its choice of the law provisions.

The undersigned hereby certify that the execution and performance of this Agreement have been authorized by all necessary action by the party for whom they are signing, and that this Agreement is the legal and valid obligation of such party, enforceable against it in accordance with its terms.

 _____ Principal	 _____	8/19/20 _____ Date
 _____ Superintendent of Schools		_____ Date