

## **JUNIOR HIGH SCHOOL BUILDING PRINCIPAL**

This agreement, made as of April 1, 2021, to be effective as of July 1, 2021 through June 30, 2024, by and between \_\_\_\_\_, Superintendent of Schools ("Superintendent") and \_\_\_\_\_, Principal ("Principal").

**EMPLOYMENT:** The Superintendent agrees to employ \_\_\_\_\_ as junior high school principal of the Swansea Public Schools of the Town of Swansea and \_\_\_\_\_ hereby accepts said employment on the following conditions and terms:

**DURATION:** The junior high school building principal shall be employed for a three (3) year term commencing July 1, 2021 and ending on June 30, 2024.

Nothing herein contained shall be construed in any way, manner or fashion as conferring or granting tenure to the junior high school building principal or as any indication of any intent to do so.

**DUTIES AND RESPONSIBILITIES:** In accordance with Chapter 71, Section 59B of the M.G.L. other applicable law, and the policies of the Committee, the junior high school building principal shall be the educational leader and manager of his school and shall supervise the operation and management of his school and school property, subject to the supervision and direction of the Superintendent. The junior high school building principal shall be responsible, consistent with Committee 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 the review and the prior approval by the Superintendent and subject to the provisions of Chapter 71 of the M.G.L. as amended by the Education Reform Act of 1993.

The junior high school building principal further recognizes and agrees that he shall, during the term of this agreement, work on evaluation projects and activities under the direction of the Superintendent / and or request of the Superintendent or his designee.

The junior high school building principal recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purpose of the Swansea Public Schools.

**SALARY:** The junior high school building principal is to be paid a minimum base annual salary of one hundred nineteen thousand seven hundred sixty two and 00/100 (\$119,762.00) dollars commencing July 1, 2021 - June 30, 2022. The parties shall meet no later than April 1, 2022 to negotiate a minimum annual salary for the period July 1, 2022 - June 30, 2023.

**GOALS:** The junior high school building principal shall have the option of pursuing additional compensation in the form of non-cumulative merit pay as follows: in each fiscal year, the PRINCIPAL may earn up to five-hundred (\$500.00) by successfully attaining two (2) goals, set by mutual agreement pursuant to discussions between the junior high school building principal and the Superintendent. Payment shall be in the amount of \$250.00 per goal attained, payable upon attainment.

**WORK DAYS:** The junior high school building principal shall have a work year of 217 days. The junior high school building principal is to provide the Superintendent or his designee with a work schedule during school vacations. Work schedules are subject to the prior approval of the Superintendent or his designee.

**PERSONAL DAYS:** Two days per year with no loss of pay will be awarded to the junior high school building principal. Personal day requests shall be for personal business that is unexpected, unforeseen or that cannot be scheduled out of school time. Requests should be made to the Superintendent or his designee at least forty-eight (48) hours in advance to date of request. Personal days can be taken in increments of half (1/2) day or full day. The junior high school building principal must state the general nature of the personal day by identifying the need in one of the follow areas: medical, legal or personal. Personal days taken before or following a holiday / school vacation period will be designated as a premium personal day and will be required the expenditure of two personal days.

Personal days can be cumulative to a total of four (4). When the junior high school building principal has accumulated four (4) personal days and has not used them by the close of that school year, he will be compensated at the rate of seventy-five (\$75.00) per day.

**SICK DAYS:** The junior high school building principal will be awarded 15 sick days at the beginning of each school year. Sick leave in excess of five (5) days continuous absence may require medical certification to the Superintendent. The junior high school building principal will be allowed to carry over his accumulated sick leave, but will not be entitled to sick leave buy-back.

**ATTENDANCE INCENTIVE:** The junior high school building principal will be paid an attendance incentive of five-hundred (\$500.00) dollars per year for perfect attendance no later than July 31<sup>st</sup> immediately following the end of the fiscal year in which perfect attendance has been achieved. A deduction of one-hundred (\$100.00) dollars will be made from this attendance incentive pay for each absence up to a maximum of five (5) absences, at which point no incentive will be paid. Absences due to a jury duty, personal leave and bereavement for any immediate family member as defined in the Swansea Educators Collective Bargaining Agreement shall not be considered an absence for the purpose of calculating attendance incentive pay.

**CONFERENCE ATTENDANCE:** The Superintendent shall dedicate, during the period of this contract, the funds necessary for registration, transportation to and up to four nights lodging accommodations for payment at one (1) national conference per school year chosen by the junior high school building principal and approved by the Superintendent. The Superintendent shall dedicate, during the period of this contract, the funds necessary for payment of attendance at the Annual Massachusetts School Administrators Association (MSAA) Conference and up to two nights lodging accommodations.

**LONGEVITY:** Upon completion of twenty (20) years of service, and each year thereafter the junior high school building principal will be eligible for a longevity stipend of three-thousand (\$3,000.00) dollars paid in twenty-six (26) equal payments. Any percentage increase is not applicable to this stipend.

**FRINGE BENEFITS:** The junior high school building principal shall be entitled to all insurance (medical, hospital and life) benefits provided by the Town of Swansea.

**LICENSE:** The junior high school building principal shall furnish and maintain throughout the term of this contract such valid and appropriate license qualifying him to act as junior high school building principal of the District of the Commonwealth, as required by law.

**EVALUATION:** The junior high school principal shall be evaluated annually unless otherwise statutorily required, in accordance with the standards and procedures established by the Massachusetts Educators Evaluator and the Superintendent.

**STATE RETIREMENT ASSOCIATION:** The junior high school building principal may be a member of the Teachers' Retirement system as required by M.G.L. Chapter 32, Section 2.

**ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Superintendent and the junior high school building principal and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing signed by the party against whom enforcement thereof is sought.

**PERFORMANCE:** The junior high school building principal shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Superintendent and the junior high school building principal in writing.

Failure of the junior high school building principal to fulfill the obligations agreed upon in this contract or set forth under M.G.L., Local By-Laws or School Committee rules, or other good cause, will be ground for termination of this Agreement.

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

**GOOD CAUSE STANDARD:** Upon completion of three (3) consecutive years of service in the position of junior high school building principal in the service of the Superintendent, the junior high school building principal may not be terminated, dismissed, suspended or demoted except for good cause, reduction in force or reorganization resulting from declining enrollment or other budgetary reasons in accordance with all applicable statutory provisions. Any such termination, dismissal, suspension or demotion shall be subject to the notification, review and arbitration procedures for principals that are set forth in Chapter 71 of the M.G.L. as amended by the Education Reform Act of 1993.

**TERMINATION OF AGREEMENT BY JUNIOR HIGH SCHOOL BUILDING PRINCIPAL:** In the event that said building principal desires to terminate this contract before the term of services shall have expired, he may do so by giving at least 90 days notice of his intention to the Superintendent, by registered mail addressed to the Superintendent of Schools, Swansea Public Schools, One Gardners Neck Road, Swansea MA 02777.

**TERMINATION OF AGREEMENT BY THE SUPERINTENDENT:** Unless the junior high school building principal is sooner terminated in accordance with (see Good Cause Standard), this Agreement shall be for a term of three (3) school years. Should the Superintendent determine that it does not wish to extend this contract, enter into a new contract or otherwise continue the employment of the junior high school building principal, the Superintendent shall notify the junior high school building principal in writing by registered mail addressed to the junior high school building principal's residence at least sixty (60) days its intention to sever the employment relationship with the junior high school building principal.

The provisions of this Contract, either singly, or collectively, are not to be construed so as to waive, alter, amend, or modify any powers, obligations, or duties either party hereby may have under the Constitution and/or laws of the Commonwealth of Massachusetts and the Charter and/or Ordinances of the Town of Swansea.

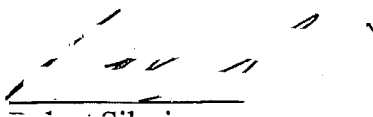
**OTHER TERMS AND CONDITIONS OF EMPLOYMENT:** All of the principal's other terms and conditions of employment, including, but not necessarily limited to his group health and life insurance, sick leave, attendance incentive, personal leave, bereavement leave, all other forms of paid or unpaid leave, and all other fringe benefits and other terms and conditions of employment of any kind shall remain commensurate with provisions of the most current collective bargaining agreement between the Swansea School Committee and the Swansea Administrators for Education except that it expressly understood and agreed that said principal shall have no right to any redemption of sick leave or so-called buy-back of accumulated sick leave.

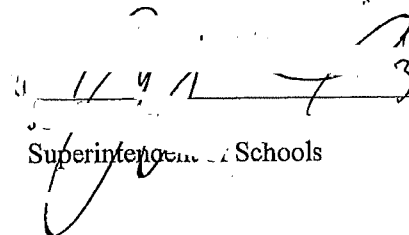
It is further agreed and understood, that the principal's benefits shall not be reduced during the life of this contract. It is further understood that any benefits that were

accrued by the principal under the terms of the aforesaid collective bargaining agreement prior to the enactment of the Education Reform Act of 1993 shall be carried over to the principal with the exception of any experience stipend.

**SEVERABILITY:** If any provision of this Agreement is determined to be contrary to law, invalid, or unenforceable, the remaining terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 1<sup>st</sup> day of July 2021.

  
\_\_\_\_\_  
Junior high school building principal

  
\_\_\_\_\_  
Date 7/20/21  
Superintendent of Schools