



## PRINCIPAL CONTRACT

This Principal Contract hereinafter referred to as the "Agreement" is made as of this date, June 13, 2016, and shall become effective beginning on July 1, 2016, and shall run from said date (7.1.16) up through and including June 30, 2019. The parties to this Agreement are the Board of Trustees of the Barnstable Community Horace Mann Charter Public School, hereinafter sometimes referred to as the Board, and [REDACTED] hereinafter referred to as the Principal.

In consideration of the promises and covenants herein contained, the parties hereto mutually agree as follows:

### 1. EMPLOYMENT:

The Board hereby employs [REDACTED] as the Principal of the Barnstable Community Horace Mann Charter Public School which is a K-3 Horace Mann charter school within the public school system of the Town of Barnstable and [REDACTED] hereby accepts such position as the School's Principal upon the following terms and conditions all as set forth herewith.

### 2. ASSIGNMENT:

The Principal is hereby assigned to Barnstable Community Horace Mann Charter Public School.

### 3. TERM:

The Principal shall be employed for a three-year period the ("Agreement Term"). The Term shall commence with an initial contract year on July 1, 2016, and shall continue with two succeeding contract years up through and including June 30, 2019.

### 4. COMPENSATION:

- A. The Principal shall be paid an annual salary of [REDACTED] for the initial contract year of the Agreement Term in accordance with the policy of the Board (paid out over 26 equal installments); and
- B. Thereafter, the Board and the Principal shall meet at least 30 days prior to the beginning of each succeeding contract year to discuss the compensation to be paid to the Principal during such succeeding year. The Principal's salary shall not be reduced below the amount received by the Principal in the previous contract year during the Agreement Term without the Principal's written consent.
- C. The Principal's salary would be terminated if dismissed for good cause.

## 5. CONDITIONS OF EMPLOYMENT:

The Principal shall be subject to other conditions of employment as set forth in the Policies of the Board, the Barnstable School Committee regarding working conditions of the Principal, and as may be from time to time modified by the Board and the General Laws of the Commonwealth of Massachusetts.

## 6. ADDITIONAL BENEFITS:

- (a) Professional Development – The Principal shall be eligible for annual reimbursement, at an amount approved by the Board, for such Professional Development which is pre-approved by the Board;
- (b) The Principal shall receive the same longevity, early retirement, vacation, vacation payback, sick and personal leave benefits that are provided for in the contract between the Town of Barnstable School Committee and the Barnstable Administrators Organization;
- (c) The Principal shall be eligible at any time during the Agreement Term to advance up to 20 sick days from her future annual allocation of sick leave benefits in the event of a non-elective medical necessity or illness;
- (d) The Principal shall be eligible to receive such other benefits as set forth in the Policies of the Board;
- (e) The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

## 7. DUTIES AND RESPONSIBILITIES:

The Principal shall be the educational leader and manager of the school and shall supervise the operation and management of the school and the school's property, subject to the supervision and direction of the Board. The Principal shall be responsible, consistent with the Board's personnel policies and budgetary restrictions and subject to the approval of the Board, for hiring all teachers, instructional or administrative aides, and the personnel assigned to the school, and for terminating all such personnel, subject to the provisions of M.G.L., Chapter 71, as amended by the Education Reform Act of 1993.

The Principal recognizes that her responsibilities and conduct are not determined by prescribed hours and will perform the directed and implied duties of her position as determined by the Board and will expend the time and effort necessary to effectively achieve the goals and purposes of the Charter, Board of Trustees, and the Barnstable Public School System.

In addition, the Principal will fulfill all responsibilities as stated in the Principal Job Description adopted by the Board, which is attached hereto.

The Principal shall furnish and maintain through the term and any extended term of this contract an appropriate educator's license qualifying the Principal to act as a principal in Massachusetts, as required by Massachusetts General Laws Chapter 71, Section 38G.

**8. OTHER ACTIVITIES:**

The Principal may accept speaking, writing, lecturing, or other engagements of a professional nature, provided she has received prior approval of the Board.

**9. WORK SCHEDULE:**

The Principal shall work the following schedule; she shall begin Five (5) days before teachers return from their summer break and at all times when school is in session for a total of 214 work days. The Principal shall be entitled not to work on the following holidays as defined by the Schools' calendar: New Years, Martin Luther King Day, Presidents' Day, Good Friday (if schools are closed), Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving (2 days) and Christmas Day.

**10. PERFORMANCE:**

The Principal shall fulfill all aspects of this Agreement. Any exception hereto shall be by mutual written agreement between the Principal and the Board.

**11. TERMINATION, DEMOTION AND SUSPENSIONS: Notwithstanding any other provisions of this contract, the Principal's employment may be terminated as follows:**

A. In the event that the Principal desires to terminate her contract before the term of service shall have expired, she may do so with at least ninety (90) days written notice of intent to the Board and the Superintendent of Schools and if the Board accepts said resignation then this Agreement shall terminate and any payments shall be made up to the date of termination.

B. The Superintendent of the Barnstable School District – based on a recommendation of the Board – may dismiss, demote, or suspend the Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws Chapter 71, Sections 41 and 42D. As used herein, "good cause" means any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable and in bad faith, or irrelevant to the sound operation of the school system. In the event that any action by the Superintendent under this section is subject to arbitration, 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 only the question of whether such grounds were put forth in good faith.

**12. EVALUATION:**

The Personnel Committee of the Board shall evaluate the performance of the Principal annually during the term of this Agreement and such evaluation shall be based upon 1) the duties and responsibilities contained in the Principal's job description attached hereto; 2) as presented and called for under M.G.L., Chapter 71 as amended by Education Reform Act of 1993; 3) as contained in the Policies of the Board; and 4) the annual school improvement goals mutually agreed upon by the Principal and the Board. Final evaluation may allocate among those items various weight as determined by the Board.

**13. ENTIRE AGREEMENT:**

This Agreement embodies the whole Agreement between the Board and the Principal and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except in writing by all of the parties hereto.

**14. SEVERABILITY:**

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by any court of competent jurisdiction 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 Agreement did not contain that particular part, term, or provisions held to be invalid.

**15. SIGNATURES:**

**IN WHITNESS WHEREOF**, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this [REDACTED], as a Massachusetts document signed under seal.

[REDACTED]

\_\_\_\_\_  
**DATE**

[REDACTED]

\_\_\_\_\_  
**DATE**