

AGREEMENT made as of 1st day of July, 2017 between  
ADAMS-CHESHIRE REGIONAL SCHOOL DISTRICT, and PRINCIPAL;

WHEREAS, DISTRICT desires to employ Administrator as a Principal and Administrator desires to accept such employment.

NOW THEREFORE, the parties hereto, in consideration of mutual promises hereinafter set forth and for other good and valuable consideration, each to the other in hand paid, do agree as follows:

1. The District does hereby employ Administrator ("Employee") and he does accept such employment as a Principal for the District for a period commencing on July 1, 2017 and expiring on June 30, 2020.
2. Employee shall perform to the best of his ability the duties of Principal for the District, as prescribed by the laws of the Commonwealth of Massachusetts and as assigned to him by the Superintendent of the Adams-Cheshire Regional School District.
3. Employee shall be paid the sum per annum set forth on Schedule A, payable in equal installments consistent with the District's policy governing payment of other professional staff employees.
4. Throughout the term of this contract, Employee shall be subject to dismissal under the provisions of G.L., c. 71, section 41, and other pertinent provisions of law.
5. Employee shall furnish and maintain, during the terms of this contract, a valid and appropriate certificate to serve as Principal in a Public School at the level assigned in the Commonwealth of Massachusetts.
6. Employee shall be entitled to 20 days vacation during each work year at times specified by Superintendent. Employee may, with prior approval of Superintendent, defer no more than 10 days of vacation to the next ensuing work year. Employee will not be compensated for any unused vacation days remaining at the end of a work year in excess of 10 days, any and all such days will be forfeited. Employee, when he has completed ten years of service as an administrator, shall be entitled to five additional days. Employee shall earn Vacation Days monthly at the rate of N/12 days per month. "N" shall be the number of vacation days Employee is entitled to for the year; fractional days shall be rounded, provided in no case shall Employee exceed the maximum number of vacation days set forth herein. Vacation days may be taken in advance of being earned with the prior approval of the Superintendent; provided if Employee's employment ends for any or no reason, and Employee has used unearned vacation days, Employee shall reimburse the District, for the used but unearned vacation days based on Employee's rate of compensation. During the academic year Employee shall not take more than 5 consecutive or 10 vacation days in a thirty day period.

7. Employee's work year shall commence on July 1<sup>st</sup> and end at midnight on June 30<sup>th</sup>.
8. Employee will be credited with 15 days of sick leave during each work year of employment provided that he shall have reported for duty on the first official day of said work year. Said sick leave may be used for the purpose of illness only and shall be accumulated from year to year to a maximum of 75 days which together with the 15 days credited during the work year gives a maximum of 90 days available in any one work year.
9. The District shall provide and pay for a Disability Insurance Policy on Employee which shall provide after a 90-day elimination period 65% of salary for covered disability to age 65.
- 10.1. The Superintendent may, but need not grant, temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth.
  - (a) For the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided request therefore is made to the Superintendent.
  - (b) For the purposes of attending conventions, seminars and conferences provided request therefore is made to the Superintendent in writing at least 10 days before the commencement of the time of the requested absence.
  - (c) For hardship reasons other than personal illness, provided request is made therefore to the Superintendent in writing.
- 10.2. Employee shall be granted temporary leaves of absence without loss of pay as follows:
  - (a) In the event of the death of a spouse, or child of Employee for a period not in excess of seven consecutive calendar days, and in the event of the death of a parent, step-parent father-in-law, mother-in-law, child, sibling, guardian, grandparent, uncle, aunt, brother-in-law, sister-in-law or grandchild, for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.
  - (b) For purposes of religious observance if the religious convictions of the administrator prohibit him from working on said day.
  - (c) Upon approval by the Superintendent for the purpose to care or to assist in the care of a relative.
  - (d) Upon approval by the Superintendent for matters that cannot be taken care of after the work day which are personal, legal, business, household or family matters and which are not for illness, family leave or other leaves provided for herein.
- 10.3. The Superintendent or School Committee may, but need not grant, upon such terms as are then established such other temporary leaves of absence as the School Committee or Superintendent in its/her sole discretion deems appropriate.

11.1. Upon the recommendation by the Superintendent, the School Committee may, but need not grant, sabbatical leaves of absence for purpose of study to obtain a doctoral degree upon such terms and conditions as to the School Committee in the exercise of its sole discretion deems reasonable; provided, however, that the terms and conditions so established by the School Committee shall provide for the payment of a sum which together with any stipend, grant or other income to be received by said Employee during said sabbatical shall not be less (but may be more) than 50% of the salary which Employee would receive for the same period if he had remained employed by the District in his usual position.

11.2. If Employee desires such leave, he must make request therefore in writing, addressed to the Superintendent at least 120 days prior to the date upon which the requested leave is to commence, whereupon the Superintendent shall confer with the applicant and advise the School Committee of her recommendation within 30 days of receipt of such request.

11.3 In the event of the death of Employee, who is eligible for benefits under this article, any uncollected benefits shall be awarded to his surviving spouse.

12.1. If Employee, because of injury sustained in the course of and arising out of his employment, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workers' Compensation Act), the District shall, if Employee so elects, pay to Employee each month so long as Employee is receiving benefits under said Section 34 an amount equal to the difference between Employee' salary at the time of such injury and the amount of weekly indemnity being received by Employee under Sections 34 and 35A of the said Chapter 152. The amount payable under this article, because of any one injury, shall be the lesser of \$5,000 or the amount obtained by multiplying the number of such Employee' accumulated sick leave days by the per diem rate. The number of accumulated sick leave days available to Employee shall be reduced by an amount equal to the total sum paid to Employee under this article divided by the per diem rate.

12.2. If the illness or injury of Employee comes within the purview of both this paragraph and paragraph 8, it shall be deemed to come within the purview of this article, and Employee shall not be paid any benefits pursuant to paragraph 8 for such illness or injury except as is provided in the preceding paragraph.

13.1 The District will pay 90% or the maximum permitted percentage, whichever is the lesser amount, of the cost of a \$10,000 group term insurance plan insuring the life of Employee. Employee may elect to increase his group insurance to the maximum permitted by law at no expense to the District.

13.2 The District shall offer health insurance to the Employee on the same terms and conditions as it offers to District teachers and the District shall pay at the same rate as the District pays for its teachers even if during the term of this agreement the rate the District pays for teachers shall be less than it is as of the date of this agreement.

13.3. Employee shall from time to time, as requested by the Superintendent, provide the District with a statement of Employee's health and surgical insurance and HMO coverage from all sources and provide such identifying information about the same as the Superintendent shall request.

13.4. Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any portion of any hospitalization or surgical insurance if Employee is covered by hospitalization and surgical insurance or an HMO through his spouse.

13.5. Employee will be eligible to participate, if mechanically feasible, in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

14. Travel expenses outside the District incurred by Employee in the performance of his duties shall be reimbursed by the District at the rate of the standard mileage rate mentioned in Rev. Proc. 88-52 for the first 15,000 miles of use provided that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, the District shall be obligated to reimburse Employee only if such Employee submits a written claim for such reimbursements on such forms and within such time as the Superintendent may from time to time establish but no less frequently than quarterly.

15.1. Employee shall be evaluated in accordance with the evaluation systems and performance standards for the evaluation of administrators established by the District and consistent with applicable law.

16. The District shall provide \$4,000 per fiscal year to be used by Superintendent to reimburse Employee for reasonable expenses incurred for Superintendent approved advanced degree course(s) or educational conference(s).

17. The District agrees to indemnify Employee from personal financial loss and expenses, including legal fees and costs, if any, as provided and to the extent permitted under Massachusetts General Laws, Chapter 258, Section 9.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

WITNESS:

ADAMS-CESHIRE REGIONAL SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_

By: \_\_\_\_\_  
PRINCIPAL

SCHEDULE A

ADMINISTRATOR PRINCIPAL – HOOSAC VALLEY MIDDLE SCHOOL

July 1, 2017 – June 30, 2018	\$
July 1, 2018 – June 30, 2019	TBD
July 1, 2019 – June 30, 2020	TBD