

## **Contract of Principal**

This Agreement made as of \_\_\_\_\_ by and between the Blackstone-Millville Regional School District (hereinafter referred to as "District") and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_").

In consideration of the promises and agreements herein contained, the parties hereto hereby agree as follows:

1. **EMPLOYMENT:** The District hereby employs \_\_\_\_\_ as a Principal within the public schools of the Blackstone-Millville Regional School District and \_\_\_\_\_ hereby accepts said employment on the following terms and conditions.

2. **ASSIGNMENT:** At the inception of this Agreement, \_\_\_\_\_ is hereby assigned as Principal of the Blackstone-Millville Regional High School. The Superintendent of Schools may, following consultation with \_\_\_\_\_, reassign or transfer said principal to another principal's position within the School District.

3. **TERM:** \_\_\_\_\_ shall be employed for a three year period commencing on July 1, 2015 and terminating on June 30, 2018.

4. **COMPENSATION:** \_\_\_\_\_ shall be paid an annual salary for his Duties as Principal in the District. Said annual salary shall be effective for the following periods:

JULY 1, 2014 through JUNE 30, 2015 - \$ 105,063  
JULY 1, 2015 through JUNE 30, 2016 - \$ to be determined  
JULY 1, 2016 through JUNE 30, 2017 - \$ to be determined  
JULY 1, 2017 through JUNE 30, 2018 - \$ to be determined

\_\_\_\_\_ salary for July 1, 2015 through June 30, 2018 will be a sum equal to his prior year's salary plus the negotiated increase. Said increase to be determined against performance toward established goals.

Said salary shall be payable in equal installments in accordance with the policy of the Blackstone-Millville Regional District School Committee.

5. **CONDITIONS OF EMPLOYMENT:** \_\_\_\_\_ shall maintain throughout the term of this Agreement and shall furnish to the District a valid and appropriate certificate qualifying him to act as a Principal in any school to which he may be assigned as required by Massachusetts General Laws presently in effect or as may be amended.

6. **BENEFITS:** \_\_\_\_\_ shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the Policies of the Blackstone-Millville Regional District School Committee regarding Working Conditions of Principals as contained in Attachment "A" hereto and as may be from time to time modified by the

Committee, the Superintendent and the General Laws of the Commonwealth. Modification of such conditions shall not constitute a breach of this contract.

6A. **ANNUAL VACATION:** shall be entitled to thirty (30) working days, exclusive of legal holidays, as usual vacation. Annual vacation may be accumulated at the rate of five (5) days per year to a maximum of forty (40) days for buyback upon retirement from the Blackstone-Millville Regional School District and the Commonwealth of Massachusetts.

All accumulated vacation days (maximum of 40) shall be paid at a rate equal to his daily rate of pay at the time of retirement. Said compensation shall be paid in five equal annual installments with the first payment on July 1 of the year following retirement.

6B. **PERSONAL LEAVE:** shall be entitled to a maximum of five (5) working days for personal leave. Unused personal days shall be credited to accumulated sick days.

Accumulated sick days credited as a result of unused personal days will be allowed to accumulate beyond the 240 day maximum.

Upon retirement from the Blackstone-Millville Regional School District and the Commonwealth of Massachusetts, such accumulated personal days will be compensated for at the rate of one hundred dollars (\$100) for each day.

6C. **SICK LEAVE:** shall be entitled to a maximum of twenty (20) days of sick leave for personal illness. Sick leave may be accumulated to a maximum of 240 days inclusive of the days credited to hereunder.

Upon retirement from the Blackstone-Millville Regional School District and the Commonwealth of Massachusetts Retirement System shall be entitled to be compensated for all unused sick days (over a maximum of 100) at the rate of one hundred dollars (\$100.00) for each such day.

Said compensation to be paid in five equal annual installments, with the first payment on July 1 of the year following retirement.

6D. **HEALTH INSURANCE:** shall be entitled to the same health (i.e. medical/surgical, dental and hospital) and insurance benefits as may be granted, from time to time during this Agreement to the teachers employed by the Blackstone-Millville Regional School District except that his group term life insurance shall be in the face amount of \$150,000. shall be entitled upon retirement to continue this plan and share cost in accordance with Massachusetts Law. The law permits retirees to cost share the first \$2,000 with the employer. The premium for the remaining \$148,000 would be borne by

6E. **MILEAGE:** will be paid a flat mileage stipend of \$400.00 for mileage incurred attending evening functions such as School Committee meetings, awards ceremonies, dances, basketball games, musical presentations and other evening functions and any other non-regular day functions as assigned by the Superintendent of Schools. Travel expenses incurred for other than the aforementioned will be at the rate approved by the Committee for out of district travel.

6F. **DISABILITY INSURANCE:** The District agrees to provide disability insurance coverage as follows:

(1) The policy/coverage will be in effect through JUNE 30, 2018.

(2) The premium payment shall be borne entirely by the District.

(3) In the event of disability, following the appropriate waiting period, shall have the option of collecting both disability payments and full sick day payments or disability payments and a pro-ration of sick day entitlements.

(4) In the event that elects to take less than one hundred (100%) percent of his accumulated sick days, the unused portion will be held in escrow for future use.

(5) Nothing in this Agreement shall prevent from purchasing additional disability coverage over the base policy. All such additional premiums shall be borne by .

(6) An annual update of his cumulative sick days shall be completed between the insurance agency and the District for the purpose of premium examination and possible reduction.

6G. **DEATH IN THE FAMILY:**

(1) shall be entitled to the following leaves of absence without loss of salary for those days on which attendance by such employees would otherwise be required:

(a) Up to five (5) days in the event of the death of a spouse, partner or child.

(b) Up to three (3) days in the event of the death of a father, mother, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, grandchild or relative living in the same household, or someone who has acted in loco parentis.

(c) One (1) day, to be the day of the funeral and for the purpose of attending the funeral, in the event of the death of a sister-in-law, brother-in-law, aunt or uncle.

(2) In cases involving special or unusual circumstances, the Superintendent of Schools may grant additional days of absence upon the written request of . Such request shall set forth the special or unusual circumstance and shall, if practicable, be submitted to the Superintendent of Schools prior to the start of the additional days

requested, but in no event later than three (3) calendar days following the termination of said additional days. Any additional days granted shall be without pay unless \_\_\_\_\_, at his option, elects to have such additional days charged to any unused personal days earned as of such time. The decision of the Superintendent of Schools with respect to such request shall be final.

7. **DUTIES AND RESPONSIBILITIES:** \_\_\_\_\_ shall be 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.

\_\_\_\_\_ shall be responsible, consistent within the District's 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 Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from school to school.

\_\_\_\_\_ shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto in attachment marked "B".

\_\_\_\_\_ 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 of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Blackstone-Millville Regional School District.

8. **OTHER ACTIVITIES AND PROFESSIONAL DUES:** \_\_\_\_\_ may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his duties as PRINCIPAL and for which he has received prior approval of the Superintendent. The District shall dedicate \$500.00 dollars per year for payment of dues or membership to professional associations as determined by the Principal.

When \_\_\_\_\_ attends a conference (with prior approval from the Superintendent) he will be reimbursed fully for all reasonable expenses incurred for lodging, travel and registration. The current per diem allowance for food will be paid.

9. **PROFESSIONAL DEVELOPMENT:** The District will reimburse \_\_\_\_\_ \$5,000 per year for courses taken during the term of this Contract. Course taken must be either part of a program of study leading to an advanced degree or a program of study prior approved by the Superintendent of Schools. All courses must receive prior approval by the Superintendent of Schools, be taken at an accredited college or university and be at the graduate level. Reimbursement will only be provided after

\_\_\_\_\_ submits proof of successful course completion satisfactory to the Superintendent of Schools.

a) The District encourages \_\_\_\_\_ to request other professional development opportunities and will be open to providing these at no cost to \_\_\_\_\_.

10. **PERFORMANCE:** \_\_\_\_\_ shall fulfill all aspects of this Contract. Any exception hereto shall be by mutual agreement between \_\_\_\_\_ and the Superintendent of Schools in writing.

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

a) In the event that \_\_\_\_\_ desires to terminate his Contract before the term of service shall have expired, he may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

Otherwise the Superintendent may dismiss, demote or suspend \_\_\_\_\_ 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 and are relevant to the sound operation of the school system. No Arbitrator may apply the definition of the words "good cause" other than the definition appearing immediately above. Arbitral review shall be limited to the question whether such grounds were put forth in good faith.

12. **EVALUATION:** The Superintendent of Schools shall evaluate the performance of \_\_\_\_\_ annually based upon the Educator Evaluation System as defined in 603 CMR 35.

13. **ENTIRE AGREEMENT:** This Contract embodies the whole AGREEMENT between the Blackstone-Millville Regional School District and \_\_\_\_\_ and there are no inducements, promises, terms, conditions, 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.

14. **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 hereto have signed and sealed this AGREEMENT in duplicate as of the date and year first written above.

Blackstone-Millville Regional  
School District

Principal

\_\_\_\_\_

By \_\_\_\_\_  
Superintendent of Schools  
Allen W. Himmelberger