

PRINCIPAL/SUPERINTENDENT CONTRACT-FARMINGTON RIVER REGIONAL SCHOOL DISTRICT

It is hereby agreed by and between the Farmington River Regional School Committee's Agent (hereinafter called the Superintendent) and [REDACTED] (hereinafter called the Principal/Superintendent) that the Farmington River Regional School District does hereby employ [REDACTED] as Elementary Principal/Superintendent for a period of **Four** years commencing on **July 1, 2019 thru June 30, 2023** in the role of Principal and Superintendent. The **2023-2024** year (year 5 of the contract) will have to be negotiated no later than February 1, 2023 or it shall renew automatically for a period of **two** years in the Principal/Superintendent role. Both parties agree that said employee shall perform the duties of Elementary Principal/Superintendent for the Farmington River Elementary School in said District as prescribed by the laws of the State of Massachusetts and by the rules and regulations made thereunder by the Committee. The Principal/Superintendent will be supervised and evaluated annually by the School Committee.

1. The Principal/Superintendent agrees to perform faithfully the duties of Elementary Principal and Superintendent. The annual salary of **\$ 115,325.12** for the school year **2019-2020** shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members in the District. The Principal's salary shall increase annually thereafter by the same percentage equal to the rate of increase aligned with teacher's contract

2. The School Committee hereby retains the right to adjust the annual salary of the Principal/Superintendent during the term of his contract, said salary adjustment not to reduce the annual salary below the figures stated above unless such decrease is part of a uniform plan affecting the salaries of all employees of the school district. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract but it shall not be considered that the School Committee has entered into a new contract with the Principal/Superintendent nor that the ending date of the existing contract has been extended. The Committee may, by specific action, extend the termination date of the existing contract, if so requested by the Superintendent.

3. Throughout the term of this contract the Principal/Superintendent shall be subject to discharge for cause provided, however, that the Superintendent does not arbitrarily or capriciously call for his dismissal and that the Principal shall have the right to written charges, notice of hearing, and a fair hearing before the Superintendent. If the Principal chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expense.

4. The Principal shall furnish throughout the life of this contract a valid and appropriate certificate/license as defined in M.G.L. Chapter 71 Section 38G to act as Principal (Elementary) in the State of Massachusetts as directed by the Superintendent. The Principal hereby agrees to devote his time, skill, labor and attention to said employment during the term of his contract.

The Principal will also comply with SAFIS (finger-printing regulations) and CORI (Criminal Record Checks) as required by the District and the MA Dept. of Elementary and Secondary Education.

5. VACATION/ABSENCES/LEAVE

- A. The Principal shall receive **Thirty** vacation per year exclusive of legal holidays. The Principal/Superintendent may "sell" back to the district no more than two weeks' vacation during any given year and must give notice of this request to the Business office no later than February 1st each year. The Principal/Superintendent may carry forth all unused vacation time. Upon leaving the district or retirement the Principal/Superintendent will be compensated at a per-diem rate for all unused sick and vacation time.
- B. The Principal/Superintendent shall be paid his regular daily rate of pay for every legal holiday observed by the District.
- C. The Principal/Superintendent will receive fifteen (15) paid days of sick leave annually.
- D. Unused sick days may accumulate (be carried forward) to a maximum of the number of days in the school year.
- E. Sick days are to be used for the personal illness of the Principal. These days are for the express purpose of restoring the health of the Principal/Superintendent or as otherwise specified in this contract.
- F. A maximum of **five (5)** days sick leave may be used for illness of the Principal/Superintendent family member or for other dependents living within the Principal/Superintendent's household. These days are non-cumulative from year to year. When used, they are deductible from the Principal's accumulated sick leave. A request to care for persons outside the Principal/Superintendent's permanent home, and/or an extension of the above days due to critical illness, must be supported by a statement of circumstances attested by the attending physician, and provided the School Committee Chair who may approve leave days deemed necessary and deductible from accumulated sick leave. Efforts by the Principal/Superintendent to secure alternative care will be a part of the statement of circumstances and the decision of the School Committee Chair will be binding.
- G. To reward good attendance each year, the Principal will be given per diem pay as follows: If the Principal/Superintendent has taken 0 sick days in a school year, he will receive 1 day's pay. If the Principal/Superintendent has taken only one (1) sick day in a school year, he will receive one half (.5) day's pay.
- H. The Principal/Superintendent shall be granted up to **five (5)** working days paid bereavement applicable to the death of a spouse/partner, child, sibling and parent; **three (3)** paid working days for grandmother, grandfather, grandchild, father-in-law, mother-in-law; **two (2)** paid working days for uncle, aunt, niece, nephew or first cousin living outside the household of the Principal/Superintendent.

- I. The Principal/Superintendent will be granted up to **three (3)** days leave for personal reasons. Those days are not to be deducted from sick leave nor are these days accumulative. It is understood that personal days are to be used only in cases where situations arise that cannot be dealt with during non-school hours. In order to be eligible for payment for these days, at least twenty-four (24) hours notice must be given to the Superintendent or her designee prior to taking such days. The 24-hour notification may be waived at the discretion of the Superintendent in unusual circumstances. Additional personal days may be granted at the sole discretion of the Superintendent and shall be deducted from accumulated sick leave. Any unused personal days will be converted to sick days at the end of each fiscal year.

Personal days used to extend a holiday or vacation period, will be granted at the discretion of the School Committee and shall be deducted from accumulated sick leave.

- J. The Principal/Superintendent may be granted the following unpaid leaves upon application to the School Committee and approval by the School Committee. Benefits in effect, at the time the leave of absence begins, will be restored upon return. The Principal/Superintendent will be assigned to the same or an equivalent position if the position is not affected by economic conditions or other changes in operating conditions effecting employment during the period of leave.

1. Adoption Leave (Ch. 149, Section 105D) for eight (8) weeks. Sick time accumulated may be used. The Principal may use accumulated sick leave and health insurance will remain in effect. When adoption leave expires, health insurance coverage will continue with the employee paying 100% of the cost.
2. Child Rearing Leave for a child under 5 years, up to two (2) years with a September 1st return unless other arrangements have been agreed to by the Committee. Additional benefits will not accrue during the leave. Health insurance does not apply. Participation in the group plan can continue with the employee paying 100% of the cost.

- K. Extended leaves of absence, without pay, may be granted by the Committee. Benefits in effect at the time leave commenced, exclusive of accumulated computation during the leave period, will be restored upon return and his assignment to the same or equivalent position will be restored if said position is not affected by economic conditions or other changes in operating conditions affecting employment during the period of leave. When a leave is unpaid, the Principal may continue health coverage, but must pay 100% of the premium.

- L. JURY DUTY -The Principal requested to serve on jury duty shall be paid the difference between compensation paid by the court and his regular salary, if such duty occurs on a normal workday. The difference paid shall not include mileage, nor shall the total exceed their regular rate of pay. The Principal shall make every effort to schedule jury duty during non-school periods in the best interest of teaching continuity and student welfare.

M. In the event of a catastrophic illness the Committee may, if the disability is permanent or such that the performance of duties is impossible for the remainder of the contract, as determined by a School Committee-appointed physician and one selected by the Principal (if necessary a third physician will be mutually agreed upon) terminate this agreement at the end of the period for which sick days accumulated have been utilized.

6. PROFESSIONAL ORGANIZATIONS AND PROFESSIONAL DEVELOPMENT

A. The Principal/Superintendent will be reimbursed for estimated expenses detailed such as registration fees, mileage, workshop materials deemed critical to participation, meals that are an intricate part of the conference/workshop schedule, lodging when said attendance exceeds 75 miles one way from the assignment site and participation continues beyond day one or multiples thereof.

B. The Principal/Superintendent may attend appropriate professional meetings of local, state or national levels, join professional organizations. Memberships will be paid for by the School District and included in the school budget for that purpose.

7. HEALTH INSURANCE AND RETIREMENT

The Principal may choose to receive life, health and other benefits accorded to other professional employees of the District and shall participate in retirement plans as required by the State.

8. EVALUATION, TERMINATION, NON-RENEWAL

Each year during which this contract is in effect, the School Committee and the Principal/Superintendent shall meet at least thirty (30) days prior to the anniversary date for the purpose of evaluating his performance. The School Committee will provide an annual written evaluation using the evaluation model that is currently in place through Commonwealth of Ma. Regulations and the Ma. Dept. of elementary and Secondary Education. The School Committee Chair will notify the Principal/Superintendent at least sixty (90) days prior to the end date of this contract if the contract is to be terminated or not renewed.

In the event the Principal/Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving notice to the School Committee by April 1st.



9. THE AGREEMENT

This contract embodies the whole Agreement between the and the School Committee and the Principal/ Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except in writing and by mutual consent of both parties.



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

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof.

by 
 School Committee Chair

Date 5-6-19


by  Principal/Superintendent

Date 5/6/19