

**CONTRACT OF EMPLOYMENT**

**KING PHILIP REGIONAL HIGH SCHOOL PRINCIPAL**

**WHEREAS**, the King Philip Regional School District (hereinafter "the District"), acting through its Superintendent of Schools, desires to employ \_\_\_\_\_ y (hereinafter \_\_\_\_\_ or "the Principal") as Principal of King Philip Regional High School (hereinafter "KPRHS"); and,

**WHEREAS**, \_\_\_\_\_ desires to be so employed in accordance with the terms and conditions of employment contained herein;

**NOW, THEREFORE**, the parties hereto in consideration of the mutual rights and obligations contained herein do hereby agree and covenant as follows:

**ARTICLE ONE  
EMPLOYMENT AND JOB DESCRIPTION**

- A. The District hereby hires \_\_\_\_\_ to serve as Principal of KPRHS, in accordance with Massachusetts General Laws, Chapter 71, subject to the limitations of state and federal law and to the direction and supervision of the District's Superintendent of Schools; \_\_\_\_\_ shall be responsible for the day-to-day operation of the school in accordance with state and federal law. \_\_\_\_\_ also be responsible for implementation of the District's educational policies as defined by the King Philip Regional School Committee and for the implementation of all collective bargaining agreements or individual employment contracts between the King Philip Regional School Committee and/or the Superintendent of Schools, and staff within the school.
- B. As the primary on-site education administrator \_\_\_\_\_ shall perform the duties of Principal to the best of her ability, said duties to include, without limitation:
1. Maintain a safe, orderly and welcoming school environment, conducive to student learning, and supervise the education process within the school.
  2. Assure equity and inclusion for all students.
  3. Promote participatory decision making, which includes the staff, parents, and students of the school and the District community in general.
  4. Identify and develop school improvement goals designed to affect improved student outcomes, in conjunction with the School Council, the Superintendent, and the School Committee.
  5. Evaluate and recommend to the Superintendent modifications to the school curriculum and extracurricular activities, on a continuous basis, considering the Massachusetts Common Core of Learning as adopted by the Massachusetts Board of Education.
  6. Continuously assess and maintain appropriate and adequate educational materials (textbooks, supplies, equipment, etc.) subject to budget and to the educational policies adopted by the School Committee.
  7. Develop annually a needs-based budget for the school, submitting the first draft of same to the Superintendent based on the district's budget development calendar.

8. Implement the annual budget of the school as set by the School Committee, and monitor expenditures continuously to ensure compliance with the budget.
  9. Hire, supervise, and evaluate all teachers and other staff assigned to the school in accordance with applicable state and federal law and collective bargaining agreement or individual employment contracts, and with particular attention to the evaluation of teachers in conformance with the District's Professional Standards and Teacher Evaluation Process.
  10. Maintain clear and effective communications with the School Committee, Superintendent, teachers and other staff, students, parents, and District community in general. This requires with limitation: attendance at School Committee meetings; regular meetings with teachers; attendance at Leadership Team meetings as called by the Superintendent and regular accessibility to students and parents.
  11. Assist the School Committee in collective bargaining as requested by the School Committee.
  12. Serve as co-chair of the School Council in accordance with Massachusetts General Laws, Chapter 71, Section 59C.
  13. Supervise student behavior within the school, in accordance with Massachusetts General Laws, Chapter 71, Section 37H, 37H ½, Chapter 71B, and other applicable state and federal law and with guidelines as established by the Superintendent of Schools and with educational policy, as defined by the School Committee.
- C. To perform the duties described in Article One, Section B above, and \_\_\_\_\_ shall have all express authority granted to a Principal by Massachusetts General Laws, Chapter 71, together with all express authority given to the Principal of KPRHS by the School Committee or by the Superintendent.
- D. \_\_\_\_\_ is hereby assigned to the King Philip Regional High School; nevertheless it is expressly understood and agreed that the Superintendent may, at any time after consultation with \_\_\_\_\_, in the Superintendent's sole discretion, transfer or reassign temporarily or permanently, to another equivalent position within the District.
- E. \_\_\_\_\_ hereby warrants that she is properly certified by the Commonwealth of Massachusetts for the position of Principal pursuant to G.L. c. 71, § 38G, as defined herein, and that she shall take all necessary steps to maintain said certification throughout the duration of her Contract.

**ARTICLE TWO  
TERM AND COMPENSATION**

- A. \_\_\_\_\_ shall be employed as Principal under the terms of this Agreement commencing on July 1, 2021 and continuing through and including June 30, 2024. Dr. Mobley will be given notice by February 28th of 2024 if it is not the intent of the District to offer her a successor contract.
- B. \_\_\_\_\_ shall be paid an annual salary, payable in equal bi-weekly installments, subject to all deductions as required by law and/or as authorized by \_\_\_\_\_. \_\_\_\_\_ shall work a twelve-month schedule, subject to the leave provisions set forth herein.

- C. For the contract year beginning on July 1, 2021 and continuing through June 30, 2024, Dr. [redacted] annual salary shall be one hundred fifty-five thousand dollars (\$155,000.00).
- D. On or before June 15 of any contract year hereunder, the Superintendent will increase Dr. [redacted] annual salary by one percent (1%), said increase to be effective on July 1, 2022 and July 1, 2023 respectively. In addition, the Superintendent shall annually evaluate the performance of the Principal in accordance with the terms of a written district administration evaluation instrument. Based on the Principal's performance as reflected in her evaluation, the Superintendent may provide a zero to two percent (0-2%) increase to the Principal's annual salary, which shall be in addition to the one percent (1%) increase, for FY 22 and FY 23. At no time during the life of this contract, or any extension hereof, shall the Principal's salary, specific benefits or compensation of any kind be reduced.

**ARTICLE THREE  
BENEFITS**

- A. In addition to the salary described in Article Two above, [redacted] shall be entitled to the following benefits:
  - 1. **Medical Insurance:** [redacted] shall be eligible to receive medical insurance and dental insurance for herself and her family, in accordance with the terms of any District health insurance offerings then in place for school administrators. The premium expense of said insurance shall be paid seventy-five percent (75%) by the District and twenty-five percent (25%) by [redacted] or as otherwise required by the District.
  - 2. **Life Insurance:** [redacted] shall be eligible to receive life insurance coverage with a death benefit in the sum of ten thousand dollars (\$10,000), through the insurer selected by the District. The premium expense of said insurance shall be paid fifty percent (50%) by the District and fifty percent (50%) by [redacted].
  - 3. **Business Expense Reimbursements:** [redacted] may be reimbursed for all reasonable expenses incurred in the performance of her duties for conferences, seminars, workshops, meals and lodging as outlined in this agreement, provided that such expenses are approved in advance, in writing, by the Superintendent. Reimbursement for travel shall be at the rate per mile approved by the School Committee.
  - 4. **Retirement Medical Insurance:** [redacted] shall be eligible to receive retiree health insurance into the Teachers' Retirement System, if she retires from the King Philip Regional School District having served as an administrator for at least fifteen (15) consecutive full years. The premium expense of said insurance shall be paid seventy-five percent (75%) by the District and twenty-five percent (25%) by [redacted].
  - 5. **Leave:**

- a. **Sick Leave, Personal Leave and Bereavement Leave:** \_\_\_\_\_ shall earn eighteen (18) days of sick leave per year, to accumulate as employment by the Committee continues during each year up to a maximum of two-hundred twenty-five (225) days. Up to three (3) of said days may be utilized for personal reasons, subject to the approval of the Superintendent. Unused sick days in excess of 225 days will be forfeited at the end of each contract year. The School Committee may, but shall not be required to, grant additional paid sick leave to \_\_\_\_\_ if her benefits under this subsection are exhausted in any contract year. \_\_\_\_\_ shall be entitled to use up to ten (10) days of paid sick leave during any contract year in the event of death or serious illness within her immediate family, which shall be defined as her spouse, child, stepchild, parent, sibling, grandparent, grandchild, mother or father-in-law, daughter or son-in-law, brother or sister-in-law, or any other relative of \_\_\_\_\_ or of her spouse, which relative was actually domiciled in \_\_\_\_\_'s home at the time of such death or serious illness. The School Committee may, but shall not be required to, permit the use of additional paid sick leave for these purposes.
- b. **Vacation Leave:** \_\_\_\_\_ shall receive twenty-five (25) days of paid vacation leave for each year of this contract. A maximum of ten (10) unused vacation days may be carried over into the following year or added to accrued sick leave, with all other unused vacation leave forfeited at the end of each contract year. All vacation leave must be approved, in writing, by the Superintendent prior to use, which approval shall not be arbitrarily withheld. Vacation leave generally shall be used during periods when school is not in session. The parties understand and agree that \_\_\_\_\_ shall be advanced her vacation days at the start of each fiscal year, with the understanding that if her employment with the District ceases for any reason prior to the end of a fiscal year, her vacation for the fiscal year will be pro-rated according to the amount of time that she works in the fiscal year and he will be paid for all accrued but unused vacation time to that point in the fiscal year.
6. **Annuity:** The District shall, pursuant to Massachusetts General Law ch. 71 sec. 37B, contribute pre-tax dollars of two thousand dollars (\$2,000.00) per contract year, to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the High School Principal, provided that the statutory authority remains in effect and the High School Principal chooses to retain this investment. The pre-tax contributions in the amount set forth above shall be made at the end of each fiscal year, provided that the High School principal is still employed by the District.
7. **Professional Memberships:** The Committee shall annually provide funds for membership in two (2) professional organizations, subject to the approval of the Superintendent. The Committee shall reimburse the High School Principal for necessary expenses (fees, meals, lodging, or out of state travel or transportation) related to attendance at one (1) national conference with subject to the approval of the Superintendent.
8. **Business Expense:** The Committee shall annually provide a yearly business expense stipend of \$2000, paid in 12 equal monthly installments. This stipend is provided in lieu of reimbursement for reasonable expenses incurred in the performance of her duties including the cost of incremental travel within and among school districts in the course of conducting her professional responsibilities.

**ARTICLE FOUR  
WORK SCHEDULE**

A. It is hereby understood and agreed that \_\_\_\_\_ y is expected to devote substantially all of her time to the performance of her duties hereunder, working a full-time salaried schedule. This schedule is expected to generally be fulfilled twelve (12) months a year, Monday through Friday. It is hereby acknowledged that \_\_\_\_\_'s duties will also require substantial evening and weekend work hours, and that her compensation has been adjusted accordingly.

B. \_\_\_\_\_ shall be entitled to paid leave on each of the following holidays:

|                             |                  |
|-----------------------------|------------------|
| 1/2 day before New Year's   | Columbus Day     |
| New Year's Day              | Veterans' Day    |
| Martin Luther King, Jr. Day | Good Friday*     |
| Presidents' Day             | Patriot's Day    |
| Thanksgiving Day            | Memorial Day     |
| Day after Thanksgiving Day  | Independence Day |
| 1/2 day before Christmas    | Labor Day        |
| Christmas Day               |                  |

Said paid leave shall be taken on the day recognized by the King Philip Regional School Committee's school calendar for the celebration of each holiday.

\*If needed, the School Committee may authorize school on Good Friday.

**ARTICLE FIVE  
EVALUATION**

A. The Superintendent shall evaluate \_\_\_\_\_ performance not less than annually, based upon Dr. \_\_\_\_\_ performance of duties as:

1. \_\_\_\_\_ assigned by this contract
2. \_\_\_\_\_ contained in the policies of the King Philip Regional School Committee
3. \_\_\_\_\_ contained in the policies and directives of the Superintendent
4. \_\_\_\_\_ contained in the annual school improvement goals mutually agreed upon by the Principal and the Superintendent.

B. \_\_\_\_\_'s annual evaluation may allocate among the items described in Paragraph A above, various weights, as determined by the Superintendent, in her sole discretion.

C. \_\_\_\_\_'s annual evaluation shall be in writing and shall be presented to him with an opportunity to review it orally and in writing with the Superintendent, on or before June 15 of each year of this contract.

**ARTICLE SIX  
TERMINATION, DEMOTION, AND SUSPENSION**

- A. The Superintendent of Schools may dismiss or demote \_\_\_\_\_ y during the term of this contract for good cause consistent with the requirements of Mass. Gen. L. ch. 71, Section 41. The parties hereby expressly acknowledge that Massachusetts General Laws, Chapter 71, Section 41 shall constitute the parties' exclusive rights and remedies for dismissals or demotions. Good cause shall include any breach of this contract and any other ground, which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the Superintendent's task of running a sound school system. See *Springate v. School Committee of Mattapoisett*, 11 Mass. App. Ct. 304 (1981).
- B. In the event that \_\_\_\_\_ y elects to terminate this contract before June 30, 2024, she may do so with not less than ninety (90) calendar days written notice delivered to the Superintendent of Schools. Once said notice has been delivered, it may not be rescinded without the written permission of the Superintendent. In the event that \_\_\_\_\_ elects to terminate this contract prior to its expiration date, he shall thereby forfeit any vacation time that has not yet been earned. This provision shall not affect accrued vacation leave that \_\_\_\_\_ has accumulated from prior years of employment.
- C. In the event that the Superintendent does not desire to renew the Principal's employment with the School District at the expiration of this Agreement, the Superintendent shall provide the Principal with written notice of such intention by no later than February 28, 2024 to the Principal's address of record on file with the School District.

**ARTICLE SEVEN  
SEVERABILITY**

It is hereby understood and agreed by the parties that if any part, term or provision of this agreement is held by an arbitrator, an administrative agency, or a court of competent jurisdiction to be invalid or unlawful, the validity of the remaining portions of this contract shall not be affected and those portions shall be enforced and shall remain in full effect as if this contract did not contain the offensive part, term, or provision.

**ARTICLE EIGHT  
INDEMNIFICATION**

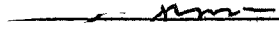
\_\_\_\_\_ shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws ch.258 for any and all demands, claims, suits, actions and legal proceeding brought against her for actions taken within the scope of her employment. This obligation shall continue in full force and effect after \_\_\_\_\_ leaves her position. If \_\_\_\_\_ fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against her, then the Committee will be under no obligation to indemnify \_\_\_\_\_ pursuant to this agreement.

**ARTICLE NINE  
ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have executed this contract this 7-10-20 day of January, 2020.

  
Principal, King Philip Regional High School

  
Superintendent of Schools