

**Pioneer Valley Regional School District
Pioneer Valley Regional School Principal
Kevin Burke
Contract of Employment
7/1/19 – 6/30/22**

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

I. EMPLOYMENT:

This Contract made by and between the Pioneer Valley Regional School District, hereinafter referred to as the "School District" and Kevin Burke hereinafter referred to as "Principal" of the Pioneer Valley Regional School. The School District agrees to employ Kevin Burke as Principal of the Pioneer Valley Regional School for a period to commence on July 1, 2019 and end on June 30, 2022.

II. DUTIES:

The Principal of the Pioneer Valley Regional School in harmony with the policies of the School Committee, State Laws and State Board of Education Regulations, has authority over the school and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Superintendent, upon all emergency matters and those as to which her power and duties are not expressly limited or are not particularly set forth.

The Principal employed under this contract shall be the educational administrator and manager of her school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The Principal employed shall be responsible, consistent with personnel policies and budgetary restrictions and subject to approval of the Superintendent, for hiring all teachers, instructional and administrative aides, and other personnel assigned to the school and for terminating all such personnel, subject to review and prior approval by the Superintendent.

III. PERFORMANCE:

- A.** The Principal and the School District shall fulfill all of the terms of the contract. Any exceptions thereto shall be by mutual agreement between the School District and the Principal in writing.
- B.** The Superintendent shall evaluate the performance of the Principal in writing in accordance 603 CMR 35.00 (Evaluation of Educators.) The individual evaluation shall be prepared by the Superintendent, signed by the Superintendent and Principal, and placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof, but rather, acknowledgment of receipt of the document. The Principal may respond to the evaluation in writing and may attach his response to the evaluation on file.
- C.** In addition, the Principal shall meet with the Superintendent at least once each year, for the purposes of discussing the performance as well as the working relationship between the Superintendent and the Principal.

IV. WORK DAY/YEAR:

The work day for the Principal will be, shall be considered eight (8) hours per day. "Day" defined as 7:30 a.m. to 3:30 p.m. or other hours necessary as determined by the Superintendent. In order to fulfill the responsibilities of the position, it may be necessary to work additional hours.

The work year for the Principal will be a fifty-two (52) week work year with twenty-five (25) vacation days annually, exclusive of legal holidays.

V. TERMINATION:

- A.** The parties may, by mutual consent, terminate the contract at any time.
- B.** The Principal shall be entitled to terminate the contract upon written notice of ninety (90) day notice, but not less than sixty (60) days.
- C.** The Superintendent may dismiss, demote or suspend the principal, for good cause, in accordance with M.G.L. Ch. 71, s. 41 & 42.
- D.** Notice of the school district's intent to terminate the contract upon expiration hereunder must be given by certified mail to the Principal at his address of record at least sixty (60) days prior to the termination date of the contract.

VI. COMPENSATION:

The Principal shall be paid an annual salary, commencing as of the effective date of this Agreement, payable in 26 equal installments.

- A.** July 1, 2019 – June 30, 2020: \$98,000
- B.** July 1, 2020 – June 30, 2021: TBD
- C.** July 1, 2021 – June 30, 2022: TBD

Performance Incentive Payment: The Principal shall establish annual performance goals at the commencement of each school year to be submitted to the District for their review and approval, pursuant to the terms of this Agreement. The District may award a merit bonus based on performance.

VII. INSURANCE:

The Principal shall receive the same insurance benefits, including but not limited to individual or family group health insurance, group life insurance and accidental death and dismemberment insurance, as accorded to members of the School District's Teachers' Association.

VIII. VACATION AND HOLIDAYS:

A. The Principal shall be entitled to twenty-five (25) vacation days between July 1 and June 30 each year.

B. The Principal shall be entitled to the following paid holidays:

Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Day Before Christmas	Christmas Day
New Year's Day	Martin Luther King Day
Washington's Birthday	Patriot's Day
Memorial Day	

IX. REIMBURSEMENT FOR EXPENSE:

The School District shall reimburse the Principal for travel expenses at the IRS rate per mile up to \$500, upon submission of written voucher, with prior approval of the Superintendent of Schools and contingent upon sufficient budget appropriation. In addition, the School District shall annually reimburse the Principal for attendance and expenses of professional conferences, publications, dues for groups not expressly mentioned herein, etc., up to \$1,500 in any school year upon submission of written voucher for the same and approval of the Superintendent in out-of-state travel, contingent upon sufficient budget appropriation.

Dues for three (3) of the following professional associations shall be paid by the School District and shall not be charged against the aforementioned annual reimbursement for conferences, publications, etc., contingent upon sufficient budget appropriation:

1. NASSP
2. MSSAA
3. ASCD

X. COURSE REIMBURSEMENT:

The District shall reimburse one (1) course, up to three (3) credits, in a given fiscal year. Courses must have prior approval, in writing, but the Superintendent of Schools. Course credits will be reimbursed at the rate paid per credit, but not to exceed the University of Massachusetts rate per credit, in effect September 1 of the year in which the request is made.

XI. SICK LEAVE

The Principal shall be credited with eighteen (18) sick days annually, whereby he shall be paid for sick days when he is unable to perform his duties due to sickness, illness, injury or any other disabling reason. Unused sick leave may be accumulated up to one hundred sixty (160) days.

XII. BEREAVEMENT LEAVE:

The Principal shall be granted up to ten (10) working days paid bereavement. The stated days are applicable to the death of the Administrator's spouse, child, or parents. Four (4) paid working days shall be granted for grandchildren, brothers, sisters, mother-in-law or father-in-law; three (3) paid working days for dependents related to the employee if living in the same household; two (2) paid working days for grandparents;

and one (1) paid working day for others, subject to advance approval of the Superintendent or his designee, the last to be non-arbitrable. All bereavement days are non-accumulative and non-transferable.

XIII. PERSONAL LEAVE:

Two (2) personal days will be allowed each year for the purpose of attending to matters that can only be taken care of during working hours. Reasonable prior notice must be made to the Superintendent unless the circumstances attendant to the request precludes such notice. In such circumstance notification that a personal day was taken should be sent to the Superintendent as soon after that date as possible. Personal days will not accumulate from year to year.

XIV. JURY DUTY:

The Principal who is required to be absent from work because of jury duty shall continue to be paid his regular salary during the period of time that she is on jury duty, less whatever pay received by the Principal from the court system. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

XV. CERTIFICATE:

The Principal shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Principal of the Pioneer Valley Regional School in the Commonwealth of Massachusetts, as required by M.G.L. Ch. 71, s. 38G.

XVI. PROFESSIONAL ACTIVITIES:

The Principal may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings as he sees fit, provided they do not derogate from his duties as Principal, with prior approval from the Superintendent.

XVII. SABBATICAL LEAVE:

In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the District Committee shall adhere to the following policies in respect to granting sabbatical leaves.

- A.** One year of leave for professional improvement may be granted by the School Committee to the Principal. The Principal's proposal shall be made part of this approval and must be submitted no earlier than 9/1 or later than 11/1 of the year prior to the effected leave.
- B.** Compensation for a sabbatical leave shall be at one-half pay for a full year.
- C.** The Principal accepting such leave shall enter into a written agreement with the School Committee in accordance with the provisions of Chapter 71, Section 41A of the General Laws of the Commonwealth of Massachusetts.
- D.** Primary consideration in the granting of a sabbatical leave will be given on the merit of a proposal to the District. In the event that multiple requests and proposals are judged to be of equal value to the District, preference shall be given (first) to the individual who has not previously received a sabbatical leave; thereafter seniority shall prevail. In

situations where conditions of seniority and initial leave are equal, the School Committee will render a judgment on the sabbatical request deemed to be in the best interest of the District. Judgments will not be subject to litigation.

E. Proposals for such leave may be for one of the following purposes:

1. Further study at an accredited institution of higher learning germane to one's present or pending assignment.
2. Research leading to an advanced degree within one's present or pending assignment field, such to be presented on request, as fulfillment of an approved sabbatical plan.
3. Course travel, supervised and provided with credit from an accredited institution of higher learning, and applicable to one's present or pending assignment.

F. Failure to conform to, or stay within the bounds of the approved proposal may result in forfeiture of reimbursement to the Pioneer Valley Regional School District of the amount of salary paid for the period of leave.

G. Written notice of intent to take sabbatical leave should be made to the School Committee no earlier than 9/1 or later than 11/1 of the year prior to leave. Action shall be taken on all proposals (plans) no later than the December meeting immediately following the November 1st deadline.

XVIII. EXTENDED LEAVES OF ABSENCE:

The Principal may be entitled to one (1) year of uncompensated leaves of absence for the following activities: professional growth or Illness Leave, when the Principal is seriously ill and has exhausted both his accumulated sick leave days and his sick leave bank entitlement, if any. The Principal shall have the right to be restored to the administrative position held at the commencement of the extended leave of absence if that position exists. All contract benefits which the Administrator had accumulated prior to the commencement of her leave of absence shall be restored upon his return from said leave.

XIX. INDEMNIFICATION:

The School Committee will fully indemnify and defend the Principal for any and all personal financial loss and expenses, including legal fees and costs, arising out of any claim, action, award, compromise, settlement, or judgment attributable to any act or omission of the Principal while acting within the scope of her duties or employment. Such indemnification may be provided by insurance or otherwise.

XX. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the School District 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. The contract may not be changed except in writing and signed by the party against whom enforcement thereof is sought.

XXI. 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 be construed and enforces as if the contract did not contain the particular part, term or provision held to be invalid.

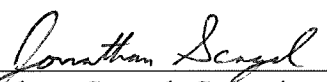
XXI. EXECUTION:

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.

XXII. GENERAL PROVISIONS:

- A.** If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said agreement shall be binding and effective against all parties.
- B.** This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract.



Jonathan Scagel, Superintendent



Kevin Burke, Principal

4/25/2019
Date

4/25/2019
Date