Triton

TRITON REGIONAL SCHOOL DISTRICT

Respect – Integrity – Excellence for All

EMPLOYMENT CONTRACT FOR THE PRINCIPAL

THIS AGREEMENT, made as of DATE by and between the Superintendent (sometimes referred to as "Triton") and PRINCIPAL NAME (hereinafter referred to as the "Principal").

In consideration of the promises herein contained and other good and valuable consideration the receipt of which the parties hereby acknowledge, the parties hereto mutually agree as follows:

- **1.** *EMPLOYMENT:* Triton hereby employs PRINCIPAL NAME as Principal within the Triton Regional School District, and the Principal hereby accepts employment on the following terms and conditions.
- **2.** ASSIGNMENT: At the inception of the Agreement, the Principal is hereby assigned to SCHOOL NAME. The Superintendent may, following consultation with the Principal, reassign or transfer the Principal to another principalship within the District at any grade level consistent with the Principal's license.
- 3. *TERM:* This Agreement, and the Principal's employment thereunder, commence on February 1, 2021 and shall automatically terminate on June 30, 2024 unless the Superintendent decides to renew this Agreement prior to June 30, 2024. The Principal will be notified of the renewal or non-renewal of this Agreement by December 31, 2023. In the event that Triton fails to give the required six month notice, then this Agreement will automatically be extended for one additional year. Notice, as used herein, shall be written notice signed by the Superintendent of Triton sent by first class mail, return receipt requested, to the residence of the Principal.
- **4.** *COMPENSATION:* a) The Principal shall be paid an annual salary of SALARY for the YEAR school year, payable in equal installments in accordance with the pay schedule of the Triton Regional School District. b) The salary herein stated shall not be reduced below the amount received by the Principal in the previous contract year, provided, however, that the Principal's salary may be reduced upon her demotion, administrative reorganization or transfer to another school or position. c) The Superintendent and the Principal will meet 30 days prior to the start of each fiscal year of the contract for the purpose of reviewing the Principal's salary. d) The Principal shall be paid an annual travel allowance in the amount of \$500.
- **5. TERMINATION OF AGREEMENT BY TRITON:** Triton may terminate this Agreement for good cause without further financial obligation on its part prior to the expiration date of this Agreement.
- **6.** *WORK YEAR:* The Principal shall work 12 months of the year, exclusive of paid holidays, vacations and other leaves authorized by policy or the Superintendent. The total number of work days shall be 260.

7. DUTIES AND RESPONSIBILITIES: The Principal shall be the educational leader and manager of her school and shall supervise the operation and management of her school and property, subject to the supervision and direction of the Superintendent. The Principal shall be responsible, consistent with the District's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative assistants, 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 Principal recognizes that her responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Triton Regional School District.

- **8.** *LICENSE:* The Principal shall furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying her to act as Principal as required by MGL C71,S 38G.
- **9.** *REIMBURSEMENT FOR EXPENSES:* Triton shall reimburse the Principal for all expenses reasonably incurred in the performance of her duties under this Agreement, up to a limit set each year by Triton when establishing the budget. Such expenses shall include, but shall not be limited to, costs of attendance at appropriate local, state and national meetings and conferences, and dues resulting from membership in professional organizations as approved by the Superintendent.
- 10. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT: Principals shall be required to meet the following in-service training requirements; such courses as the Superintendent may prescribe for the purpose of increasing Principal competency in a given area. These courses, when offered locally, will be with tuition at the Committee's expense. When such courses cannot be offered locally, the Committee shall reimburse the Principal the cost upon receipt of evidence from the Principal of successful completion of the course. b) The Principal shall be reimbursed the costs only for college courses that she has successfully completed which were approved in advance by the Superintendent, and are related to the Principal's responsibilities, with a limit of seven hundred fifty dollars (\$750) each contract year. All courses shall be taken at or sponsored by an accredited institution of higher learning. The provision of this section shall not apply to courses taken when the Principal is on sabbatical leave. c) The Triton Regional School District shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by the Principal for attending workshops, conferences, or other professional improvement sessions at the request of the Superintendent. When such attendance is required during work time, the Principal shall be released from duty without loss of pay.
- **11.** *TAX SHELTERED ANNUITY:* The Principal may select an annuity from the current carriers of the District. The District will contribute \$500 in matching funds to the annuity each contract year. The Principal may contribute more if the principal chooses to do so.

- **12.** *INSURANCE:* The shall be eligible to participate in the same health, dental, and other insurance benefits currently provided other professional employees of the Triton Regional School District, subject to the terms and conditions of said insurance coverage as per the Triton Public Employee Committee (PEC) contract in force.
- **13.** *ANNUAL VACATION:* The Principal shall be credited with 25 working days as an annual vacation, exclusive of legal holidays, as of July 1 of each contract year. The Principal may carry over a maximum of ten vacation days from one contract year to the next contract year, so that her maximum vacation time in any contract year may be 35 vacations days. At the expiration, or the voluntary termination of the Agreement, unless a successor agreement is reached, the Principal shall receive a sum equal to her then current per diem rate of pay for up to 25 days accumulated vacation.
- **14.** *SICK LEAVE:* The Principal shall be credited with 175 sick days at the onset of this contract and shall be granted sick leave in the amount of 15 days of sick leave for each contract year. At the expiration or termination of the Agreement by either party, the Principal shall not be paid accumulated sick leave.
- 15. PERSONAL LEAVE: a) The Principal may use three (3) personal days for the school year. b) When possible, Principals desiring to use a personal day shall submit a request in writing to the Superintendent forty-eight (48) hours in advance of the requested day for the Superintendent's approval. c) Principals shall be responsible for adhering to professional standards in determining the purpose for which personal days may be used. The parties agree that professional standards preclude the use of personal days to extend a holiday or vacation period. However, a principal may discuss with the Superintendent the use of personal days before or after a holiday or vacation period due to personal and/or extenuating circumstances. The Superintendent may grant personal leave for this purpose as he deems to be in the best interest of the school system.
- **16.** *BEREAVEMENT LEAVE:* The Principal shall be entitled to bereavement days as per the Triton Regional Teachers' Association contract.
- **17.** *PROFESSIONAL LEAVE*: Upon the approval of the Superintendent, the Principal may be granted professional leave with pay for the purpose of attending conferences or meetings, visiting other schools, conducting training at workshops and other similar professional activities.
- **18.** *JURY DUTY:* In the event that the Principal is called for jury duty, she shall be paid the difference between his regular pay and the jury stipend, if any.
- **19.** *OTHER LEAVES:* The Superintendent may grant such other leaves as he deems to be in the best interest of the school system on either a paid or unpaid basis.
- **20.** *PERFORMANCE:* The Principal shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement in writing between Triton and the Principal.

- 21. TERMINATION, DEMOTION AND SUSPENSIONS: a) In the event that the Principal desires to terminate her contract before the term of service shall have expired, she may do so with at least 90 days written notice of intent to the Superintendent and the Superintendent accepts said resignation. b) The Superintendent may dismiss, demote or suspend the Principal for good cause and in accordance with the procedures contained in Massachusetts General Laws, Chapter 71, Section 41 and 42D if the Principal is eligible to elect such procedures by virtue of service for three or more full consecutive years. As used herein, "good cause" shall mean any ground put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school district. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately preceding and arbitral review shall be limited to the question whether such grounds were put forth in good faith. c) The Superintendent may dismiss, demote, or discharge the Principal if she has not worked in the district as such for three full consecutive years for any reason rationally related to the operation of the district. In such cases, the Principal may not seek review of such decision by filing a demand for arbitration with any agencies. The sole remedy shall be by court proceedings. The judicial dispute if any shall be limited to a determination of damages under the contract.
- **22.** *EVALUATION:* The Superintendent shall evaluate the performance of the Principal through a process and against the standards consistent with the requirements of 603 CMR 35.00, and as approved by the School Committee from time to time.
- **23.** *ENTIRE AGREEMENT:* This Agreement embodies the whole agreement between Triton 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 Agreement may not be amended orally, but may be amended only by agreement, in writing, signed by Triton and the Principal.
- **24.** *INVALIDITY:* 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.

AGREEMENT ORIGINALS: 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 V	VHEREOF, the	parties have hereunto signed and sealed this Agreement and a dup	licate
thereof this	day of	the year 2021.	
		- <u></u>	
		INSERT NAME <i>Principal</i>	
		INSERT NAME	
		Superintendent of Schools	