



**Leominster Public Schools**  
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- **“VETERAN”:**  
Principals with 3 Consecutive years of service as Principals in Leominster  
(also applies to Department Heads and other Supervisors)

**Leominster Public Schools**  
**Contract of Employment: \_\_\_\_\_ School Principal**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Leominster School Department (herein “District”), acting through its Superintendent, James R. Jolicoeur and his successors if any, hereinafter referred to as the “Superintendent” and \_\_\_\_\_ (hereinafter referred to as the “Principal”), pursuant to and subject to the provisions of Massachusetts General Laws Chapter 71 Section 41 (M.G.L. c 71:41), M.G.L. c. 71:42 and M.G.L. 42D and M.G.L. c. 71:59B. In consideration of the promises herein contained, the parties mutually agree as follows:

**1. TERM (DURATION).** The District agrees to employ the Principal for a period of \_\_\_\_\_ years, to commence \_\_\_\_\_ and to end on \_\_\_\_\_. Subject to the provisions of Section 5 hereof as to dismissal or suspension, this contract shall expire and thereby terminate at the end of its \_\_\_\_\_ year term for any reason or for no reason and at the sole discretion of the Superintendent, unless (a) the parties enter into a subsequent contract, or (b) the Superintendent fails to notify the Principal of the proposed nonrenewal of it at least sixty (60) days prior to the expiration date hereof. Should the latter occur, this contract shall automatically renew for a period of one year.

M.G.L. c. 71:41 provides that the Superintendent shall notify the Principal of Superintendent’s proposed nonrenewal of the Principal’s contract at least sixty (60) days prior to the expiration date thereof; and the parties further agree (a) that said Notice shall be provided in writing and delivered in hand or to the Principal’s current address of record; but (b) as to such notice requirement, the Principal expressly agrees that it shall be the Principal’s obligation, as a term and condition of and under this contract, to remind the Superintendent, both orally and in writing, of this notice provision at least 90 days and no more than 100 days prior to the expiration date.

In addition, a nonrenewal of this contract shall not be subject to any “cause” or “good cause” standard as may otherwise be provided, herein or elsewhere, but shall be in the sole discretion of the Superintendent.

**2. DUTIES.** The Principal shall perform faithfully, fully and competently the duties of Principal as imposed or required by the statutes of the Commonwealth including without limitation, M.G.L. c. 71 as amended by the Education Reform Act, the job description for the Principal (which the Principal acknowledges receipt of), the policies of the School Committee, the annual improvement plan for the Principal’s school, regulations of state agencies, directives of

the Superintendent of Schools or his/her designee, and the other provisions of this Agreement.

It is recognized and agreed that the Principal's responsibilities and conduct are not determined by prescribed hours and conditions, and the Principal will perform the directed and implied duties of the 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 Leominster Public Schools for the total compensation agreed to in Section 3.

It is further recognized and agreed that the Superintendent may involuntarily transfer the Principal at his discretion.

**3. COMPENSATION.** The Principal shall be paid and shall accept, consistent with M.G.L. c 71:59B and the compensation policies established by the School Committee, the annual salary of \_\_\_\_\_ (\$\_\_\_\_\_) for the first year of this agreement. Said total salary shall be paid on a biweekly basis and prorated if the Principal does not work the full number of days outlined in Section 12 hereof. The Superintendent and Principal shall meet annually to address job requirements and salary to be paid to the Principal in the next fiscal year under this contract; provided, the Principal's salary shall not be reduced during this contract.

**4. PERFORMANCE EVALUATION.** The Principal and School District shall fulfill all of the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Principal in writing. The performance evaluation of the Principal shall be conducted in accordance with the Regulations on Evaluation of Teachers and Administrators (603 CMR 35.00) and Principles of Effective Administrative Leadership M.G.L. c. 69:1B and c. 71:38.

The evaluation shall consist of a narrative by the Superintendent preceded by a self-evaluation of the Principal's performance. The Principal may respond to the evaluation in writing and may attach said response to the evaluation on file.

The performance evaluation shall be conducted by the Superintendent, signed by the Superintendent and Principal, and placed in the Principal's personnel file by the end of each school year or as soon as is practicable. Such signature by the Principal shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. It is understood that the primary purpose of the evaluation is to promote professional growth and to enhance and maintain the high standards of the Leominster School District. The Superintendent may consider evaluations when making decisions related to salary and continued employment.

In no event shall any failure of the Superintendent or the Superintendent's Administration or School Committee to conduct or complete or deliver any review, conference, consultation or notice hereunder be deemed a violation or breach of this agreement by the Superintendent.

**5. DISMISSAL OR SUSPENSION DURING TERM.** Aside from the effect of nonrenewal of this contract as provided for in paragraph 1 hereof, the Principal shall not be dismissed or suspended without pay except "for good cause", as may by law and caselaw apply; provided:

- (a) dismissal and demotion due to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons shall constitute "good cause"; and

- (b) the extent of due process afforded the Principal shall be determined by the provisions of M.G.L. c. 71:41, c. 71:42 and c. 71:42D.

Only the Superintendent may dismiss or suspend the Principal.

In those circumstances in which the Principal is entitled by statute to seek review of the Superintendent's decision by arbitration, under no circumstance shall an arbitrator be permitted or allowed to award punitive, consequential, or nonrenewal damages, or compensatory damages – other than back pay or benefits or reinstatement. In the event the Principal is reinstated, the period between the dismissal or demotion and the reinstatement shall be considered to be time served for the purposes of employment, less interim earnings or receipt of unemployment benefits in mitigation.

**6. RESIGNATION.** There shall be no penalty for resignation by the Principal from this contract provided no resignation shall become effective except with ninety (90) days notification from the Principal unless the Superintendent fixes a different time at which the resignation is to take effect.

**7. BENEFITS.**

- A. **Health Insurance.** The Principal shall be covered by the same M.G.L. c. 32B health care insurance benefits generally provided or offered by the City of Leominster.
- B. **Life Insurance.** The Principal shall be covered by the same Term Life Insurance benefits generally provided or offered by the City of Leominster.
- C. **Disability Insurance.** At the sole cost of the Principal, the Long Term Disability Plan of the School Department (which includes a sixty day waiting period) shall be available to the Principal.
- D. **Equipment.** The Principal shall be supplied with the following technology devices, which shall be for the exclusive use of the Principal but which shall remain as property of the School Department: Laptop, Tablet, Smartphone or its equivalent at the selection of the Superintendent or with the Superintendent's approval.

**8. WORK YEAR.** The Principal's work year shall be a full fiscal year (July 1- June 30) commencing July 1, \_\_\_\_\_. Except for approved Leave of Absence, the Principal is otherwise expected to be present for the days covered by the Teacher's Contract, including but not limited to the two weeks before teachers return and other times as requested by the Superintendent. Snow days called by the Superintendent may be taken as a vacation day with agreement from the Superintendent.

**9. LEAVE OF ABSENCE.**

- A. **Vacation.** The Principal shall be entitled to twenty (20) vacation days for each contract year pro-rated on the basis of time employed if the Principal is not employed for the entire fiscal year. These days must be used during that year, and any intentions of the Principal to not schedule the use of all vacation time must be approved by the Superintendent. If so approved and not used, any unused days may not be carried over until the next year, but will be paid to the Principal at the Principal's daily rate of pay.

- B. **Personal Days.** The Principal shall be entitled to two (2) personal days per contract year, to be used for personal matters and matters of exigency which cannot be reasonably addressed before or after the Principal's work day.
- C. **Sick Leave.** The Principal shall be entitled to twelve (12) sick days per year, also prorated like vacation time to be used when the Principal is unable to perform the Principal's job due to illness; provided, up to two of those days may be used for the care of sick members of the Principal's immediate family (as defined below), if necessary.

Unused sick leave days shall carry over to subsequent years of this contract, not to exceed a maximum of sixty (60) days.

- D. **Bereavement Leave.** The Principal shall be entitled to bereavement leave to attend services for a death which occurs, not to exceed three (3) days for immediate family members (spouse, child, sibling, parent, grandparent) and one (1) days for other blood relatives.

**10. MASSACHUSETTS CERTIFICATION.** The Principal shall apply for and maintain at all times and throughout the term of this contract a valid and appropriate certificate qualifying the Principal to act as Principal in the Commonwealth, as required by M.G.L. c. 71, Sec. 38G.

**11. RETIREMENT.** The Principal shall be a member of the Teachers' Retirement System as required by M.G.L. c. 32.

**12. OTHER ACTIVITIES.** The Principal may accept speaking, writing, lecturing or other engagements of a professional nature as well as attend professional meetings – provided they do not derogate from the Principal's duties hereunder, in the opinion of the Superintendent and with the Superintendent's approval.

**13. REIMBURSEMENT FOR EXPENSES.** The School District shall reimburse the Principal for school related travel expenses upon receipt of a voucher approved by the Superintendent. Dues of up to \$600 per year will be paid by the school system for appropriate professional associations. The Principal shall receive an in-district travel allowance of \$200 per annum, payable in two installments.

**14. INDEMNIFICATION.** To the extent permitted under General Laws Chapter 258, the School District will fully indemnify and/or 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.

**15. DISTRICT PROTECTION.** The Principal and the District hereby agree that the several individual members of the School Committee and the Superintendent shall not be sued personally for any alleged violation of the terms and conditions of this agreement. Further it is agreed that no claim shall be made against an individual member of the Committee and/or the Superintendent in his capacity for any alleged violation of this Agreement.

**16. 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 signed by the party against whom enforcement thereof is sought.

**17. SIGNING OF DOCUMENT.** Execution of this contract constitutes a release and waiver of any and all claims which the Principal may have under any prior written or unwritten employment contract or contract of hire with and by the school district , except those if any which by law cannot be so released.

**18. INVALIDITY.** If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this contract in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
James R Jolicoeur  
Superintendent of Schools  
for the District

\_\_\_\_\_  
**[Insert Name]**  
Principal