

CONTRACT OF PRINCIPAL

This Contract of Employment is made as of May 22, 2018 by and between the Chelmsford Public Schools, (hereinafter referred to as "the District"), through its Superintendent of Schools, (hereinafter referred to as "the Superintendent"), and Mr. Kurt D. McPhee, (hereinafter referred to as "the Principal" or "Mr. McPhee").

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

1.) **EMPLOYMENT:**

The District, through its Superintendent, employs Mr. Kurt D. McPhee as the Principal of the McCarthy Middle School or of such other position to which the Principal may be transferred or assigned by the Superintendent, and the Principal hereby accepts said employment on the following terms and conditions:

2.) **TERM:**

The Principal shall be employed for a three (3) year period commencing July 1, 2018 and ending on June 30, 2021. This Agreement shall not be extended unless both parties agree in writing, or as required by state law. Employment shall be consistent with the provisions of applicable state law.

3.) **WORK YEAR:**

The Principal shall work a regular twelve-month year, less all national and state holidays recognized by the District, and other contractual leaves, including but not limited to personal, bereavement and vacation days. The Principal shall not be required to work student vacation days during the school year, but shall be available for service at the request of the Superintendent. If the Principal is not available to work student vacation days at the request of the Superintendent, such days shall be considered vacations days. For purposes of proration, the Principals' regular work year shall be 260 days.

4.) **COMPENSATION:**

The Principal shall be paid an annual salary commencing July 1, 2018 and terminating June 30, 2019 of One Hundred Nineteen Thousand Three Hundred Eighty Three (\$ 119,383.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff

members in the District. The Principal and Superintendent shall meet at least sixty (60) calendar days prior to the start of the second and third contract years for purposes of reviewing the salary of the Principal for the contract periods commencing July 1, 2019 and July 1, 2020.

The parties hereto further agree that the salary stated in this paragraph may be increased during the term of this Agreement upon recommendation of the Superintendent and approval of such increase by the Chelmsford School Committee. The parties further agree that in the event such an increase is awarded, this Agreement shall be amended to reflect such increase. At no time during the life of this Agreement, or any extensions hereof, shall the Principals' salary be reduced.

The Principal shall receive a stipend of One Thousand Two Hundred (\$ 1,200.00) Dollars if assigned by the Superintendent to mentor another administrator in the District.

The Principal shall receive an annual stipend of Two Thousand (\$ 2,000.00) Dollars in addition to their base salary upon attainment of a Certificate of Advanced Graduate Studies (CAGS) or an Education Specialist Degree (Ed.S.). The Principal shall receive an annual stipend of Three Thousand (\$ 3,000.00) Dollars in addition to their base salary upon attainment of a Doctor of Philosophy (Ph.D.) degree or a Doctor of Education (Ed.D.) degree. Increments for an advanced degree shall be effective July 1st upon the Principal submitting an official transcript(s) from an accredited college or university to demonstrate successful completion of the degree attained. Increments are not cumulative and are based upon the highest degree attained by the Principal.

The Principal shall receive a stipend to serve as an instructor for Graduate Courses outside of their normal duties and responsibilities. One Thousand Two Hundred (\$ 1,200.00) Dollars shall be provided for a One (1) Credit Graduate Course, Two Thousand (\$ 2,000.00) Dollars shall be provided for a Two (2) Credit Graduate Course, and Three Thousand (\$ 3,000.00) Dollars shall be provided for a Three (3) Credit Graduate Course. An additional payment of Two Hundred (\$ 200.00) Dollars shall be provided if the Principal has attained a Certificate of Advanced Graduate Studies (CAGS) or an Education Specialist Degree (Ed.S.). An additional payment of Four Hundred (\$ 400.00) Dollars shall be provided if the Principal has attained a Doctor of Philosophy (Ph.D.) degree or a Doctor of Education (Ed.D.) degree. Increments are not cumulative and are based upon the highest degree attained by the Principal.

5.) **BENEFITS:**

A.) Vacation Leave: The Principal shall be entitled to receive twenty (20) working days as annual vacation, exclusive of legal holidays. Five (5) additional vacation days shall be added after ten (10) years of service in the Chelmsford Public Schools. The vacation days shall accrue equally on a quarterly basis. Use of vacation days are at the discretion of the Principal and may be used before they accrue. Should the

Principal resign or retire prior to the end of the fiscal year, he/she will owe and agrees to have deducted from his/her remaining paychecks the amount equivalent to any vacation days used but not yet accrued. In the event that the Principal resigns or retires having used more vacation days than he/she has accrued and is not owed any additional paychecks, he/she agrees that he/she will repay the District the dollar amount equivalent to the vacation days used but not yet earned.

Up to five (5) unused vacation days during a contract year may be carried over for personal use to the following contract year only. The Principal shall not accrue more than twenty five (25) vacation days at any time. Any accrued but unused vacation days shall be reimbursed upon termination of employment with the Chelmsford Public Schools. The Principal shall provide the Superintendent with advanced notice and receive advanced approval of his/her intent to take vacation days in order to allow the District to plan accordingly.

B.) Sick Leave: The Principal shall be entitled to receive sick leave in an amount equal to, but not in excess of, eighteen (18) days of sick leave per year. Sick leave is for the Principals' use during his/her own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Principals' immediate family. The definition of "immediate family" shall be consistent with the definition in Section 5D of this Agreement for bereavement leave. The Principal shall notify the school district in writing if he/she is using a sick day for an illness in his/her immediate family. Sick leave may be accumulated from year to year without limitation. Upon separation from employment with the District, the Principal shall not be eligible for compensation for any accrued but unused sick days.

C.) Personal Leave: The Principal shall be entitled to receive two (2) personal leave days without loss of pay per contract year with the advanced approval of the Superintendent. No accumulation of personal days exists under this Agreement.

Because the Principals' workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. All instances will be with the prior approval of the Superintendent.

D.) Bereavement Leave: The Principal shall be entitled to receive five (5) days with pay each time there is a death in the immediate family. "Immediate family" shall be understood to include the Principals' mother, father, sister, brother, child, spouse, niece, nephew, or other member of his/her immediate household. Additional days may be granted for travel or other unusual circumstances with the approval of the Superintendent.

E.) Holidays: The Principal shall be entitled to all national and state holidays, and one-half days before holidays, recognized by the District which are made available to other professional staff members in the District.

F.) Other Benefits: The Principal shall be entitled to receive all insurance (health, dental, and life) benefits and all other fringe benefits as currently, or in the future, are provided to other professional staff members in the District, exclusive of the Superintendent.

G.) Professional Development: The Principal shall remain professionally current and meet the requirements to retain licensure under the Education Reform Act. The District will support participation in conferences, memberships to professional organizations, and reimbursement for courses associated with the position with advanced approval of the Superintendent. Reimbursement for courses will not exceed seventy-five percent (75%) of the cost of any course, and shall require the advanced approval of the Superintendent. Such reimbursement shall be subject to the availability of financial resources and will be limited to Three Thousand (\$ 3,000.00) Dollars for each fiscal year.

H.) Reimbursement for Expenses: The District shall reimburse the Principal for all expenses reasonably incurred in the performance of his/her duties as Principal under this Agreement in accordance with the laws of the Commonwealth of Massachusetts and the policies of the Chelmsford School Committee. Such expenses shall include, but shall not be limited to, costs for transportation and attendance at appropriate local, state and national conferences and meetings. All expenses associated with toll and mileage reimbursements, including, but not limited to conference/meetings fees, plane fare, room, board, meals, etc., shall require advanced approval of the Superintendent, and shall be based on submission of receipts.

I.) Waiver of Tuition: The Principal, upon completion of two (2) years of service in the Chelmsford Public Schools, shall be granted a fifty percent (50%) waiver of tuition for his/her child(ren) to attend any extended day/infant care programs maintained by the Chelmsford Public Schools. However, any user fees related to extra-curricula activities, intramural/interscholastic sports, clubs, etc. shall be one hundred percent (100%) paid by the employee if his/her child(ren) elects to participate.

J.) Benefit Year and FMLA: For purposes of this paragraph, the benefit year shall run from July 1st of one year to June 30th of the next year. Leave taken under this Agreement shall be credited against leave that is or may be available under the Federal Family Medical Leave Act of 1993.

6.) DUTIES:

The Principal shall be the educational leader and manager of his/her school and shall supervise the operation and management of his/her school and school property, subject to the supervision and discretion of the Superintendent. The Principal shall be responsible, consistent with the Chelmsford School Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, 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 Massachusetts General Laws, Chapter 71 as amended by the Education Reform Act of 1993. The Principal shall also have final authority, to the extent permitted by law and subject to the Superintendent's review and approval, as to the assignments and transfers of the above listed staff from school to school.

The Principal shall faithfully and effectively perform the duties outlined in the job description of Principal which is attached hereto and incorporated herein. The Principal recognizes that his/her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his/her position as determined by the Superintendent and will expend the time and efforts necessary to effectively achieve the goals and purposes of the District. The Principal shall initially be assigned to the McCarthy Middle School, however, nothing in this Agreement shall prevent the Superintendent from assigning the Principal to another building.

7.) **LICENSURE:**

The Principal shall maintain throughout the course of his/her employment a valid and appropriate license qualifying him/her to serve in the Commonwealth of Massachusetts as a Principal and shall supply the Superintendent with a copy of such license.

8.) **PERFORMANCE EVALUATION:**

The Principal shall be evaluated in accordance with the standards and procedures established by the Chelmsford School Committee and mandated by the Massachusetts Department of Elementary and Secondary Education in accordance with the educator evaluation regulations 603 CMR 35.00.

9.) **TERMINATION OF EMPLOYMENT AND OTHER PERSONNEL ACTIONS:**

A.) Voluntary Termination: In case of voluntary termination of employment, the Principal shall give the Superintendent at least three (3) months' written notice of his/her intent to terminate his/her employment with the District.

B.) Layoff: Nothing in this Agreement shall bar the District or Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization. The District or Superintendent shall give written notice of such layoff at least three (3) months prior to the effective date of layoff.

C.) Non-Renewal: If the District or Superintendent does not intend to renew this Agreement, the District or Superintendent shall provide the Principal with written notice of such intention at least sixty (60) calendar days prior to the date of termination. Failure to provide such notice shall result in the automatic renewal of this Agreement for a one-year period at the same level of compensation as was provided during the previous contract year.

D.) Dismissal, Demotion and Suspension: At any time during the term of this Agreement, the Superintendent may dismiss, demote and/or suspend the Principal in accordance with the provisions of M.G.L. c.71 § 41, § 42 and/or M.G.L. c.71 § 42D, subject to such arbitral or judicial review as may be required under applicable law. If the Superintendent intends to dismiss or lay off the Principal prior to the expiration of this Agreement, the Superintendent shall provide the Principal with written notice stating his/her intent to dismiss/lay off with an explanation of the grounds for such dismissal/lay off.

The parties agree that the term "good cause" shall include, but shall not be limited to, any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the efficient operation of the public schools, including but not limited to inefficiency, incompetence, incapacity, unbecoming conduct, insubordination, failure to satisfy performance standards developed by the Superintendent and the Chelmsford School Committee, or other good cause. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question of whether such grounds were put forth in good faith.

If the Principals' employment terminates for any reason at any time prior to the expiration of the term of this Agreement, his/her remuneration, including but not limited to all salary/compensation and benefits provided by this Agreement, shall cease as of the effective date of such termination. If the Principal is suspended, he/she shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension. The Principal may request to use any accrued vacation days prior to his/her separation from employment and/or the Superintendent in his/her discretion may schedule the Principals' vacation days prior to his/her final day of employment.

10.) INDEMNIFICATION:

The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Principal, consistent with the requirements of Massachusetts General Laws, Chapter 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his/her duties as Principal, other than claims caused by the grossly negligent, willful or malicious misconduct of the Principal. This clause shall survive the termination of the Agreement.

11.) AGREEMENT:

This Agreement embodies the whole agreement between the District and Principal, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by a writing executed with the same formality as the document was originally entered into.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

12.) **INVALIDITY:**

It is understood and agreed to 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 not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate and triplicate thereof, this 22nd day of May in the year 2018.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Kurt D. McPhee
Principal

Amendment No. 1

This Agreement made and entered into as of May 22, 2018 by and between the Chelmsford School District ("District"), through its Superintendent of Schools ("Superintendent"), and Mr. McPhee is hereby amended as follows:

1. By amending Section 4 as follows:

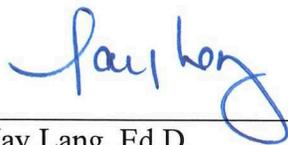
The Principal shall be paid an annual salary commencing July 1, 2019 and terminating June 30, 2020 of One Hundred Twenty One Thousand Seven Hundred and Seventy One (\$ 121,771.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

The Principal shall be paid an annual salary commencing July 1, 2020 and terminating June 30, 2021 of One Hundred Twenty Four Thousand Two Hundred and Six (\$ 124,206.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

The Principal shall receive an annual stipend of Three Thousand (\$ 3,000.00) Dollars in addition to their base salary upon attainment of a Certificate of Advanced Graduate Studies (CAGS) or an Education Specialist Degree (Ed.S.). The Principal shall receive an annual stipend of Four Thousand (\$ 4,000.00) Dollars in addition to their base salary upon attainment of a Doctor of Philosophy (Ph.D.) degree or a Doctor of Education (Ed.D.) degree. Increments for an advanced degree shall be effective July 1st upon the Principal submitting an official transcript(s) from an accredited college or university to demonstrate successful completion of the degree attained. Increments are not cumulative and are based upon the highest degree attained by the Principal.

All other terms and conditions in said Agreement shall remain as set forth in the original Agreement.

Dated: May 13, 2020



Jay Lang, Ed.D.
Superintendent of Schools



Kurt D. McPhee
Principal