

**SWAMPSCOTT PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT**

,

**CONTRACT AGREEMENT**

This Agreement (hereinafter “Agreement” or “Contract”) entered into this      day of      , by and between the Superintendent of Schools (hereinafter the “Superintendent”) on behalf of the School Committee of the Town of Swampscott, a municipal corporation under the laws of the Commonwealth of Massachusetts (hereinafter the “Committee”) and      , Principal of      School (hereinafter the “Principal”).

1.      The Committee hereby employs      , as Principal subject to the terms of this Agreement.

The Principal shall furnish and maintain throughout the terms of this contract a valid and appropriate certificate required of her by the Commonwealth of Massachusetts to qualify her to act as the Principal, consistent with the requirements of Chapter 71, Section 38G, of the General Laws of Massachusetts, as amended by the Education Reform Act of 1993, and the Regulations of the Department of Education.

2.      This Agreement and term of appointment shall commence on      , and terminate on June 30,      . The Superintendent may terminate this appointment and/or contract in accordance with Chapter 71, Section 41 of the General Laws of Massachusetts. If the Superintendent does not notify the Principal of her intent not to renew this Agreement and appointment by March 15,      , the Agreement and term of appointment will automatically renew for one (1) year and terminate as of June 30,      , and in each succeeding year extend for one (1) year unless notice is given prior to March 15. It is expressly understood and agreed that the non-reappointment of the Principal by the Superintendent upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 41 or 42, and that the requirements thereof shall not be applicable in such circumstances. The Principal may terminate this contract by giving notice

in writing to the Committee that she intends to resign her position of Principal upon a date certain, said notice to be given at least three (3) months prior to said date. This contract may terminate by mutual consent at any time.

3. For her services as Principal, the Principal shall be paid on the basis of a per annum salary of \$ \_\_\_\_\_ commencing July 1, \_\_\_\_\_, and terminating on June 30, \_\_\_\_\_. The Principal's salary for the period commencing July 1, \_\_\_\_\_ and terminating June 30, \_\_\_\_\_, and her salary commencing July 1, \_\_\_\_\_ and terminating June 30, \_\_\_\_\_, shall be negotiated between the Principal and the Superintendent of Schools annually based upon the Principal's performance in the roles and responsibilities of duties outlined in the Performance Evaluation, as well as the School District's financial outlook. The Principal's salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment hereto without mutual agreement unless said reduction is consistent with all other similarly situated non-union employees in the School District.
4. The Principal shall perform, to the best of her abilities, all duties of the Principal in accordance with the General Laws of the Commonwealth of Massachusetts and the Rules and Regulations of the School Committee and as assigned and directed by the Superintendent of Schools. It is understood by the parties that the Principal shall be on duty as long as is required to carry out the necessary daily responsibilities. The parties also agree that the Principal's position is an exempt position for purposes of the Fair Labor Standards Act ("FLSA") and that she is not entitled to any overtime.
5. The Principal shall annually receive the following benefits commonly known as "fringe benefits":
  - (a) Medical and other insurance as offered to all school department employees on the same terms and conditions.

- (b) Fifteen (15) sick days per year which may be accumulated without limitation. Unused sick days shall have no cash value.
  - (c) Thirty (30) vacation days a year. Vacation accrued is limited to a maximum of five (5) days carryover per year with the prior approval of the Superintendent. Unused vacation days shall have no cash value except as required by law.
  - (d) In the case of a death of a grandparent, father, mother, sister, brother, spouse, or child of the Principal, a leave of absence of up to five (5) days without loss of pay or benefits shall be granted. Absence of up to three (3) days without loss of pay or benefits will be allowed to attend the funeral of a mother-in-law, father-in-law, brother-in-law, sister-in-law, uncles, aunts, nieces and nephews.
  - (e) The Principal will receive leave on the following Holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Good Friday and Memorial Day.
  - (f) Retirement as provided by the Massachusetts General Laws.
  - (g) An annual payment of      thousand dollars (\$      ) will be deposited for the Principal to the Tax Sheltered Annuity (TSA) of his choice after ninety (90) days of employment.
  - (h) Except in cases of emergency, the Principal shall inform the Superintendent of her intention to take leave at least forty-eight (48) hours in advance of said leave.
6. The Principal agrees to submit to a comprehensive fitness for duty physical exam each year by a physician appointed by the Superintendent if requested by the Superintendent.
7. The Principal shall be evaluated annually by the Superintendent of Schools in accordance with professional standards and provisions established by the Superintendent and the School Committee. The evaluation process will comply with applicable laws and regulations.

8. The Principal will maintain knowledge of current developments in her areas of specialization through the study of professional literature, membership in appropriate professional organizations, enrollment in formal courses of study and participation in local in-service education programs. The Principal may enroll in courses, workshops, symposia, or seminars for professional development with payment by the School District subject to the approval in advance by the Superintendent of Schools not to exceed \$        in any one year. The School District will also pay for membership in an applicable professional association subject to prior annual approval by the Superintendent and sufficient funding being available.
9. To the extent allowed by law General laws c. 258, the Principal will be indemnified for any reasonable legal fees and/or liability incurred as a result of any action brought against her as Principal that arises out of her acting in good faith and within the scope of her office or employment, provided that the Principal is determined not to have derived an improper personal benefit from the transaction or occurrence giving rise to such action and further provided that the Principal is determined not to have violated any person's civil rights by acting in a grossly negligent, willful or malicious manner. The School Committee may compromise and settle any claim or suit for which the Principal is indemnified and pay the amount of any settlement or judgment rendered thereon. The School Committee shall obtain the consent of the Principal to settle any such claim, and such consent shall not be unreasonably withheld by the Principal. This Section shall not apply to any termination or dismissal action brought by the Superintendent of Schools under Section 2 of this Agreement and/or General Laws c. 71 or any appeal thereof. This section shall survive the termination of this contract.
10. **Entire Document**. This contract embodies the entire agreement between the Committee and the Principal. This contract may not be amended except by an agreement in writing signed by the parties hereon.

11. **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.

In witness whereof, the parties hereunto set their hands and seals this      day of      .

For, and on behalf of the Committee,

\_\_\_\_\_  
Superintendent of Schools

The Swampscott Public Schools does not discriminate or tolerate harassment against students, parents/guardians, employees or the general public. No person shall be excluded from or discriminated against in admission to the Swampscott Public Schools, or in obtaining the advantages, privileges and courses of study of the Swampscott Public Schools on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, children, marital or civic union status, veteran status or membership in the armed services, receiving of public assistance, homeless, or handicap.