

[REDACTED]

**AMESBURY PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT FOR
HIGH SCHOOL PRINCIPAL**

THIS AGREEMENT, made and entered into this 4th day of April, 2016, by and between the **AMESBURY SCHOOL DISTRICT** (hereinafter referred to as the "**District**"), Amesbury, Essex County, Massachusetts, acting by and through its Superintendent, who acts hereunder in his official capacity only and without any personal liability to himself, and **[REDACTED]** (hereinafter referred to as "the Principal" or "**[REDACTED]**"), of [REDACTED], MA.

WITNESSETH:

WHEREAS, the Amesbury School District is authorized by Massachusetts General Laws Chapter 71, §41 to award a contract to a School Principal; and,

WHEREAS, it is the desire of the District to describe and define the duties, benefits, and terms and conditions of employment for such position; and,

WHEREAS, the District desires to employ the service of said **[REDACTED]** as Principal of Amesbury High School; and,

WHEREAS, **[REDACTED]** represents that she is qualified and capable of performing the duties and responsibilities of such position; and,

WHEREAS, said **[REDACTED]** desires to serve in full time employment as the Principal of the Amesbury High School and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

SECTION 1: EMPLOYMENT

The District hereby employs **[REDACTED]** as Principal of the Amesbury High School and **[REDACTED]** hereby accepts employment on the following terms and conditions:

SECTION 2: TERM

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall commence on July 1, 2016 and end on June 30, 2019, unless sooner terminated in accordance with the provisions hereof.

SECTION 3: DUTIES AND RESPONSIBILITIES

McAndrews shall be the educational administrator and manager of her school, and shall supervise the operation and management of her school and school property, subject to the supervision and direction of the Superintendent, or his/her designee.

McAndrews shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of a Principal under:

- a. the statutes of the Commonwealth, including but not limitation, M.G.L. Chapter 71, as amended by the Education Reform Act of 1993; and
- b. the regulations of applicable state agencies; and
- c. the policies of the Amesbury School Committee, including the "Administrators' Duties and Responsibilities"; and
- d. the directives of the Superintendent of Schools or his/her designee(s); and
- e. the provisions of this Agreement.

SECTION 4: CERTIFICATION/LICENSURE

McAndrews shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate/license qualifying her to act as Principal of the Amesbury High School, as required by Massachusetts General Laws chapter 71, section 38G and applicable rules and regulations of the Massachusetts Department of Education.

SECTION 5: COMPENSATION

- A. Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of the Principal of Amesbury High School as provided by law and herein, the District agrees to pay **McAndrews** at the following annual rate of pay:
 1. Effective July 1, 2016, an annual salary of One Hundred Eighteen Thousand Dollars (\$118,000.00) and an additional One Thousand Dollars (\$1,000) for long term disability benefits. For purposes of this Agreement, the contract year shall be the period commencing July 1 and ending June 30.
 2. Effective July 1, 2017, **McAndrews**' annual salary shall be increased by 1.5% to One hundred nineteen thousand seven hundred seventy dollars (\$119,770) and an additional One Thousand Dollars (\$1,000) for long term disability benefits.
 3. Effective July 1, 2018, the annual salary of **McAndrews** shall be increased by 1%. In addition, **McAndrews** will be eligible for an additional 1% wage increase if her End-Of-Cycle Evaluation Report rates her overall performance as Proficient or above on all Standards, as determined in the sole discretion of the Superintendent. She will also receive an additional One Thousand Dollars (\$1,000) for long term disability benefits.
- B. **McAndrews**' salary shall be paid in periodic installments in accordance with the policy of the Committee governing payment of other professional staff members, subject to such deductions for income taxes, retirement and other withholdings, as are authorized by the Parties or required by law.

- C. **McAndrews'** per diem rate shall be calculated at a rate of 1/225th of her then current salary, as set forth above.

SECTION 6: WORK YEAR/HOURS OF WORK

The Principal shall work 225 days, which shall consist of the student school year and such other days as are determined by the Superintendent. During said work year, **McAndrews** shall devote that amount of time and energy which is reasonably necessary for her to faithfully perform the duties of his position.

The Principal shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Principal may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Principal shall attend evening, emergency or such other meetings or conferences as requested by the School Committee and/or the Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

SECTION 7: FRINGE BENEFITS

McAndrews shall be entitled to the following benefits:

A. **Sick Leave**

McAndrews shall be entitled to earn sick leave at the rate of one and one quarter (1.25) days for each month of service, up to a maximum of 15 days. Sick time may be carried over from year to year up to a maximum of seventy (70) days. The Superintendent may require verification of any illness exceeding five (5) continuous working days by a physician of his choice. Upon the termination of this Agreement there shall be no compensation paid by the District for accrued, but unused sick time.

B. **Bereavement Leave:**

McAndrews shall be allowed up to five (5) days of bereavement leave with pay upon the death of an immediate family member (spouse, child, parent, sibling). For other relatives, the leave would be restricted to up to three (3) days. For such leave without loss of pay, advance notice must be given the Superintendent.

C. **Personal Leave:**

Three (3) days of personal leave may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance.

Unused personal time may not be accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year, and shall have no cash redemption value.

D. Insurance:

~~McAndrews~~ is eligible to participate in the same health and other insurance benefits offered to other employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees. The District, on behalf of the City of Amesbury, reserves the right to change insurance benefits, including the provider, plan design and/or premium contribution rates during the term of this Agreement. ~~McAndrews~~ agrees to accept any such changes which are made by the City of Amesbury.

E. Contributory Retirement Plan:

~~McAndrews~~ will be a member of the Teachers' Contributory Retirement System as required by M.G.L. c. 32, §2.

F. Reimbursement for Expenses:

~~McAndrews~~ shall be reimbursed for pre-approved educational and/or professional development expenses reasonably incurred in the performance of her duties in accordance with the laws of Massachusetts and the policies of the Amesbury School Committee up to the amount of \$2500.00 yearly. These expenses will include travel, conferences, and memberships.

G. Course Reimbursement

~~McAndrews~~ shall be reimbursed for 60% of the tuition cost of pre-approved coursework at the graduate level as part of an approved program and any other coursework. In addition, ~~McAndrews~~ shall be reimbursed 100% for courses with a tuition cost of \$500 or less.

SECTION 8: EVALUATION

The Principal shall be evaluated by the Superintendent on an annual basis consistent with the purposes in 603 CMR 35.01(2) using the Massachusetts Model System for Evaluation for Administrators, including but not limited to the DESE Model contract language and rubric for School Level Administrators. Continued employment under this Agreement shall be subject to said performance evaluation. Inadequate performance can be grounds for termination of this Agreement.

Nothing contained herein shall limit the Superintendent from discussing and/or reviewing the Principal's performance at any time during the term of this Agreement. Failure of the Superintendent for any reason to evaluate the Principal shall not be considered a material breach of this Contract.

SECTION 9: TERMINATION OF CONTRACT BY PRINCIPAL

In the event that McAndrews desires to terminate this contract before the term of service shall have expired, she may do so by giving at least ninety (90) days' notice of her intention to the Superintendent. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. [REDACTED] acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

SECTION 10: DISMISSAL, DEMOTION OR SUSPENSION

[REDACTED] may be dismissed, demoted, suspended or non-renewed in accordance with the applicable provisions of M.G.L. c. 71.

SECTION 11: NOTIFICATION FOR SUCCESSOR AGREEMENT/NON-RENEWAL

Failure of the Superintendent to notify [REDACTED] of the non-renewal of this Contract by February 1st shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to [REDACTED], this Contract will automatically terminate on June 30, 2019.

SECTION 12: INDEMNIFICATION

The District agrees to provide indemnification and legal defense of [REDACTED] in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, [REDACTED] shall cooperate with the District, its attorneys and agents in all matters relating to said claim.

SECTION 13: WARRANTY OF CREDENTIALS

[REDACTED] warrants the validity of the credentials and experience represented to the Superintendent in pursuit of this position, and any material misrepresentations made therein shall constitute grounds for the immediate dismissal of the [REDACTED] and the termination of this Agreement.

SECTION 14: STATE ETHICS LAWS

[REDACTED] is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of her job duties and responsibilities.

SECTION 15: CORI AND FINGERPRINT BACKGROUND CHECK

[REDACTED] shall remain subject to a so-called CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole

discretion, renders **McAndrews** unqualified or otherwise unfit for the position of Principal, then this Agreement shall become null and void with no further obligations or recourse to the Parties.

SECTION 16: SALARY DEDUCTIONS

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the and agreed upon by the parties or required by law.

SECTION 17: PRO-RATING

All compensation and benefits herein shall be pro-rated for less than a full contract year's service. For purposes of this Agreement, the term "Contract Year" shall be defined as the period commencing July 1 and ending June 30.

SECTION 18: ENTIRE AGREEMENT

This Contract embodies the whole agreement between the District and **McAndrews** 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 signed by the party against whom enforcement thereof is sought.

SECTION 19: 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.

SECTION 20: LAW GOVERNING

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

SECTION 21: COUNTERPARTS

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 THEREOF, the undersigned have executed this the contract the day and year aforesaid.

AMESBURY SCHOOL DISTRICT

~~ELIZABETH MCANDREWS~~

By: 
Gary S. Reese, Ed.D, Its Superintendent

